

REQUEST FOR PROPOSAL

LOUISIANA MAKING MEDICAID BETTER (MMB)  
EDUCATION AND OUTREACH CAMPAIGN 2011-2012

BUREAU OF MEDIA AND COMMUNICATIONS  
OFFICE OF THE SECRETARY  
DEPARTMENT OF HEALTH AND HOSPITALS

**RFP # 305PUR-DHHRFP-ED-OUTREACH-MVA**  
**Proposal Due Date/Time:** \_\_\_\_\_

Release Date:

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## **Glossary**

**Agent** – Any person or entity with delegated authority to obligate or act on behalf of another party.

**Automatic Assignment** – The process utilized to enroll into a CCN, using predetermined algorithms, a Medicaid eligible who 1) is not excluded from CCN participation and 2) does not proactively select a CCN within the DHH specified timeframe.

**Bureau of Health Services Financing (BHSF)** – The agency within the Louisiana Department of Health & Hospitals, Office of Management & Finance that has been designated as Louisiana’s single state Medicaid agency to administer the Medicaid program.

**Bureau of Media and Communications (BMAC)** – Office of DHH that provides oversight and support of all external and internal communications of the Department.

**Business Day** – Traditional workdays, Monday, Tuesday, Wednesday, Thursday and Friday from 8 a.m. to 5 p.m. State holidays are excluded.

**Calendar Days** – All seven (7) days of the week. Unless otherwise specified, the term “days” in this ***RFP*** refers to calendar days.

**Coordinated Care Network (CCN)** – A managed care entity that may be either an MCO or PCCM designed to improve performance and health outcomes through the creation of cost effective integrated health care delivery system that provides a continuum of evidence-based, quality-driven health care services for Medicaid eligibles.

**Convicted** – A judgment of conviction entered by a federal, state or local court, regardless of whether an appeal from that judgment is pending.

**Department (DHH)** – The Louisiana Department of Health and Hospitals, referred to as DHH throughout this RFP.

**CommunityCARE 2.0** – The Department’s current Primary Care Case Management program in which Medicaid enrollees are linked to a primary care physician, who is paid extra per member per month for coordinating care and based on certain factors measured by the Department.

**DHH** – See Louisiana Department of Health and Hospitals

**Eligible** – An individual determined eligible for assistance in accordance with the Medicaid State Plan(s) under the Title XIX or Title XXI of the Social Security Act.

**Enrollee** – Louisiana Medicaid eligible (recipient).

**Enrollment Broker** – The state’s contracted or designated agent that performs functions related to choice counseling, enrollment and disenrollment of potential enrollees into a CCN.

**Fiscal Year (FY)** – Refer to budget year - Federal Fiscal Year: October 1 through September 30 (FFY); State Fiscal Year (SFY): July 1 through June 30.

**Geographic Service Area (GSA)** - The designated geographical service area in which a CCN is authorized by contract with DHH to deliver core benefits and services to Medicaid enrollees. The minimum geographic service area a CCN may provide core benefits shall be as follows: Region A consists of DHH Administrative Regions 1 and 9; Region B consists of DHH Administrative Regions 2, 3 and 4; and Region C consists of DHH Administrative Regions 5, 6, 7 and 8..

**Health Care Provider** – A health care professional or entity who provides health care services or goods.

**HIPAA** – Health Information Portability Administration Act

**IT** – Information Technology

**Louisiana Department of Health and Hospitals (DHH)** – 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.

**Making Medicaid Better (MMB)** – An initiative of the Louisiana Department of Health and Hospitals to administer Medicaid through a series of Coordinated Care Networks (CCNs), as opposed to the current straight fee-for-service system.

**MCO – Managed Care Organization**

**Medicaid** - A means tested federal-state entitlement program enacted in 1965 by Title XIX of the Social Security Act. Medicaid offers federal matching funds to states for costs incurred in paying health care providers for serving covered individuals.

**Medicaid Eligible** – Refers to an individual determined eligible, pursuant to federal and state law, to receive medical care, goods and services for which DHH may make payments under the Medicaid Programs, who is enrolled in the Medicaid Program, and on whose behalf payments may or may not have been made.

**Medicaid Recipient** – An individual who has been determined eligible, pursuant to federal and state law, to receive medical care, goods or services for which DHH may make payments under the Medicaid Program, who may or may not be currently enrolled in the Medicaid Program, and on whose behalf payment is made.

**Medical Home** – Case management led by a primary care provider within a CCN who partners with the patient, the patient's family and the community to coordinate care in all settings, from specialists and hospitals to pharmacies, nursing homes and home health agencies. Primary care providers are inclusive of physician-led and nurse-practitioner-led primary care practices.

**Medical Vendor Administration (MVA)** – Refers to the name for the budget unit specified in the Louisiana state budget that contains the administrative component of the Bureau of Health Services Financing (Louisiana's single state Medicaid agency).

**Medicare** – The federal medical assistance program in the United States authorized in 1965 by Title XVIII of the Social Security Act, to address the medical needs. Medicare is available to U.S. citizens 65 years of age and older and some people with disabilities under age 65.

**Multimedia campaign** – A method of public advertising that can create CCN Program name recognition among a large number of Medicaid recipients and can assist in educating them about potential CCN choices. Examples of mass media are radio spots, television advertisements, newspaper advertisements, newsletters, and video in doctor's office waiting rooms.

**MMIS** – Medicaid Management Information System

**Monetary Penalties** – Monetary sanctions that may be assessed whenever the contractor and/or its subcontractors fail to achieve certain performance standards and other items defined in the terms and conditions of the RFP.

**Must/Shall/Will** – Denotes a mandatory requirement

**MVA** – Medical Vendor Administration

**Native Program** – The original software program used to develop creative materials.

**Policies** – The general principles by which DHH is guided in its management of the Title XIX program, and as further defined by DHH promulgations and by state and federal rules and regulations.

**Potential Enrollee** – A Medicaid eligible who is subject to mandatory enrollment or may voluntarily elect to enroll in a CCN, but is not yet an enrollee of a specific CCN.

**PCCM – Primary Care Case Management**

**Primary Care Provider (PCP)** – An individual physician or other licensed nurse practitioner responsible for the management of a member's health care who is licensed and certified in one of the following general specialties; family practitioner, general practitioner, general pediatrician, general internal medicine, general internal medicine

and pediatrics, or obstetrician/ gynecologist. The primary care provider is the patient's point of access for preventive care or an illness and may treat the patient directly, refer the patient to a specialist (secondary/tertiary care), or admit the patient to a hospital.

**Privacy Rule (45 CFR Parts 160 & 164)** – Standards for the privacy of individually identifiable health information.

**Procurement Library** – A repository of manuals, statutes, rules and other reference material referred to in this RFP located in DHH's Administrative Offices in the Bienville Building, Baton Rouge, Louisiana or in electronic format and accessible at [www.MakingMedicaidBetter.com](http://www.MakingMedicaidBetter.com)

**Proposer** – Entity or company seeking contract to provide stated deliverables and services identified within RFP document.

**Protected Health Information (PHI)** – Individually identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and 164

**Provider** – Either (1) for the Fee-For-Service Program, any individual or entity furnishing Medicaid services under an agreement with the Medicaid agency; or (2) for the CCN Program, any individual or entity that is engaged in the delivery of health care services and is legally authorized to do so by the State in which it delivers services.

**Redacted Proposal** – The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

**Representative** – Any person who has been delegated the authority to obligate or act on behalf of another. Also known as an authorized representative.

**RFP** – Request for Proposals

**Should** – Denotes a preference, but not a mandatory requirement.

## **I. GENERAL INFORMATION**

### **A. Background**

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals 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.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs and affairs.
4. The Bureau of Media and Communications (BMAC) falls within the office of the Secretary and provides oversight and support of all external and internal communications of the Department. The Bureau is responsible for managing media inquiries, overseeing public information and education campaigns, crisis communications, developing and implementing strategic communications plans to promote Department priorities and objectives, managing all DHH web sites, including New Media sites, and assisting with internal and staff communications.
5. The Bureau of Health Services Financing consists of the following Sections: Medicaid Coordinated Care, Program Operations, Medicaid Management Information System (MMIS), Financial Operations, Waivers and Supports, Program Integrity, Behavioral Health, Policy & Planning, Pharmacy, Eligibility Field Operations, Eligibility Program and Policy, Eligibility Supports, Eligibility Special Services, and Eligibility Systems, and Health Standards. The Medicaid Coordinated Care Section has primary responsibility for implementation and ongoing operations of all Medicaid coordinated care delivery models, including CommunityCARE 2.0 (CC 2.0), comprehensive prepaid coordinated care and shared saving models through Coordinated Care Networks (CCNs) or alternative Medicaid managed care model that coordinates care and that the department makes available in accordance with the promulgation of administrative rules.



## **B. Purpose of RFP**

1. The purpose of this RFP is to solicit proposals from qualified proposers to develop, produce and implement, in coordination with the Enrollment Broker for CCNs and the Department, a statewide multimedia education and direct outreach campaign for the initial implementation of CCNs in each of the three Geographical Service Areas (GSA) and targeted to CCN-eligible Medicaid recipients, as well as assist in developing and implementing materials to educate providers and the general public about CCNs.
2. A contract is necessary to develop and conduct education through a variety of media and direct outreach throughout the state of Louisiana to reach and inform CCN-eligible Medicaid recipients about the specifics of the Making Medicaid Better (MMB) initiative, provide basic health education that can help them make a choice of CCN and other information necessary for Medicaid recipients to choose a CCN. On average in the state's current CommunityCARE 2.0 program, only about 30 percent of participants choose a medical home. A key component of CCNs is proactive involvement of Medicaid recipients in their own health care. Making a proactive decision about which CCN to join, rather than being automatically assigned to a network, is a critical step to staying engaged in one's own health care. Furthermore, the MMB initiative is the most significant change to Louisiana Medicaid – the single largest part of the state budget – so it is critical that the general public is informed of the change as it impacts the entire state. Finally, the change for Medicaid providers requires continuing education and information. While the Department will provide continuing provider support, the contractor's work in designing a robust campaign will necessarily include some education of providers as well.

## **C. Invitation to Propose**

DHH Bureau of Media and Communications, the Bureau of Health Services Financing and Medicaid, Coordinated Care Section, are inviting qualified proposers to submit proposals for services to provide a statewide multimedia education and outreach campaign to inform and educate targeted audiences and the general population about the benefits of the MMB initiative and the specific changes taking place in Louisiana Medicaid in accordance with the specifications and conditions set forth herein.

#### **D. RFP Coordinator**

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

Lisa R. Faust  
Director  
Bureau of Media and Communications  
Department of Health and Hospitals  
628 N. Fourth St., P.O. Box 629  
Baton Rouge, La. 70821-0629  
Telephone Number: (225) 342-7913  
Fax Number: (225) 342-3738  
Email: lisa.faust@la.gov

2. This RFP is available in pdf at the following weblinks:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and

<http://www.makingmedicaidbetter.com> and

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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

#### **E. Proposer Inquiries**

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web links:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and

<http://www.makingmedicaidbetter.com> and

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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

## F. Schedule of Events

**DHH reserves the right to deviate from this Schedule of Events**

Schedule of Events	Tentative Schedule
Public Notice of RFP	April 29, 2011
Deadline for Receipt of Written Questions	May 13, 2011 4:30 p.m. CST
Response to Written Questions	May 20, 2011
Deadline for Receipt of Written Proposals	May 30, 2011 4:30 p.m. CST
Proposal Evaluation Begins	May 31, 2011
Contract Award Announced	June 14, 2011
Contract Negotiations Begin	June 15, 2011
Contract Begins	July 1, 2011

## G. RFP Addenda

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

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and

<http://www.makingmedicaidbetter.com> and

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

## II. SCOPE OF WORK

### A. Project Overview

The ultimate goal of this project is for a robust active engagement by CCN-eligible Medicaid recipients in making a pro-active choice of a CCN. The Department has a goal of 80 percent of eligible enrollees making a choice rather than being auto-assigned to a CCN.

The contractor will work in coordination and consultation with the Department and the selected Enrollment Broker to implement a statewide education and outreach campaign using traditional and non-traditional media, direct mail and direct outreach events. The target audience is primarily CCN-eligible Medicaid

enrollees and stakeholders and advocates who interact with the targeted families and individuals.

Secondarily, the campaign should educate and inform Medicaid providers and the general population about CCNs and the MMB initiative and the benefits of coordinating care in the Medicaid program.

The proposer must demonstrate a detailed understanding of the target audiences, which are diverse. The audiences represent parents of children enrolled in Medicaid or LaCHIP, as well as certain adults – with diverse eligibility criteria and needs. The proposer must demonstrate an ability to reach the diverse audiences through various tactics and approaches to printed materials.

In addition to information about the MMB initiative, topics in messaging should include responsible health care coverage usage, the importance of preventive health care (well-visits), the establishment of a medical home and the overall benefit to the state – both economic and social – that comes from coordinating care and nurturing a healthier population.

All messaging and materials must blend well with already-established campaigns related to MMB (See [www.MakingMedicaidBetter.com](http://www.MakingMedicaidBetter.com) for campaign examples) – both in content and design – and demonstrate a continuity of messaging.

## **B. Deliverables**

1. Strategy development and market research
2. Development, production and implementation of multimedia campaign materials (television/radio spots)
3. Development, production and implementation of direct-mail campaigns
4. Production of print and other materials
5. Field testing of all produced campaign materials
6. Coordination of public relations and special outreach events
7. Development of materials and implementation of outreach efforts for stakeholders and advocates
8. Assistance in maintaining and improving the Department's Web site for CCNs at <http://www.MakingMedicaidBetter.com>.
9. Maintenance of required staffing and qualifications within Louisiana
10. Financial accountability

**11. Maintenance of detailed records and reports**

**12. Development and implementation of a transition plan at the end of the contract to transition all materials and plans to the Department and selected Enrollment Broker**

The contractor will be expected to meet with designated Department staff at least twice a week in person or by phone as required by activities and components of campaign. The contractor shall provide weekly reports to BMAC describing progress made on each deliverable and expenses to date. A summary report shall be submitted at the conclusion of the contract period including a detailed account of deliverables, budget and pre- or post-campaign evaluation results.

**Deliverables:**

**1. *Strategy Development/Market Research***

- a. Within 30 days of the start date of operations, the contractor shall finalize the CCN communications, education and outreach plan approved by the Department and use that plan for the basis and benchmarks of all work as outlined in the deliverables set forth in this Request for Proposals.
- b. The contractor shall provide all market research needed to develop campaign strategies. This shall include, but not be limited to, the following:
  - (i) Consumer orientation (target audiences) and feedback for all materials developed;
  - (ii) Pre-testing of materials with appropriate target audiences;
  - (iii) Recommendation of media and communication channels that would be most appropriate for reaching the target audiences;
  - (iv) Development of material and message distribution plans; and
  - (v) Development of strategies to reach the "hard-to reach" population with communication messages.
- c. The contractor will prepare a methodology for administering the program statewide to both urban and rural audiences, including the setting and monitoring of measurable goals and objectives with timelines.
- d. The contractor shall be responsible for measuring the level of public and specific audience awareness created through these communication efforts and reporting those findings to the Department. The means of measurement must be approved by the Department prior to the start of the

campaign

- e. To maintain brand continuity and build upon past successes, the contractor will use existing MMB creative material in the new campaign.
- f. Marketing releases or public relations communications regarding the campaign must have prior written approval of the contract monitor before release.

## **2. Outreach**

- a. The contractor shall assist in finalizing an outreach plan with details of outreach events to be planned throughout the term of the contract.
  - b. The contractor shall assist the Department with planning, preparation and staging of special events such as outreach events and media appearances. Such assistance shall include providing incentives and promotional items to help encourage enrollees to attend events, as well as covering the cost of space rental and refreshments if necessary.
  - c. The outreach plan shall include detail of how many outreach events will be held in each parish and that plan should be tied directly to numbers of the CCN-eligible Medicaid population in each parish.
  - d. Outreach events will be phased in along with the phase in of each Geographical Service Area (GSA). (See Attachment VI for a map of parishes within each GSA). All dates are stated as currently required. Changes, if any, will be at the sole discretion of DHH.
- (i) The details of each GSA, implementation timelines and parish-by-parish potential CCN-eligible population numbers are as follows:
- GSA “A”: DHH Administrative Regions 1 and 9 (Choice Letters Mailed to Enrollees and Enrollment Begins, Nov 15, 2011; Deadline for Member Enrollment, Dec. 23, 2011; “Go Live” Date: Jan. 1, 2012)
    - Region 1
      - Jefferson (76,364)
      - Plaquemines (3,599)
      - Orleans (73,274)
      - St. Bernard (8,290)
    - Region 9
      - Livingston (20,606)
      - St. Helena (1,843)

- St. Tammany (30,511)
  - Tangipahoa (29,192)
  - Washington (11,011)
- GSA “B”: DHH Administrative Regions 2, 3, and 4 (Choice Letters Mailed to Enrollees and Enrollment Begins, Jan. 16, 2012; Deadline for Member Enrollment, Feb. 23, 2011; “Go Live” Date: March 1, 2012)
  - Region 2:
    - Ascension (15,918)
    - East Baton Rouge (82,107)
    - East Feliciana (3,746)
    - Iberville (7,450)
    - Point Coupee (4,294)
    - West Baton Rouge (4,388)
    - West Feliciana (1,568)
  - Region 3:
    - Assumption (4,150)
    - Lafourche (15,638)
    - St. Charles (8,267)
    - St. John (10,862)
    - St. James (4,470)
    - St. Mary (12,580)
    - Terrebonne (22,973)
  - Region 4:
    - Acadia (13,804)
    - Evangeline (8,910)
    - Iberia (17,592)
    - Lafayette (33,330)
    - St. Landry (23,580)
    - St. Martin (10,444)
    - Vermillion (10,728)
- GSA “C”: Regions 5, 6, 7, and 8 (Choice Letters Mailed to Enrollees and Enrollment Begins, March 15, 2011; Deadline for Member Enrollment, April 25, 2011; “Go Live” Date: May 1, 2012)
  - Region 5:
    - Allen (4,973)
    - Beauregard (6,616)
    - Cameron (422)
    - Calcasieu (35,576)
    - Jefferson Davis (6,429)

- Region 6:
  - Avoyelles (10,507)
  - Catahoula (2,341)
  - Concordia (5,094)
  - Grant (4,142)
  - LaSalle (2,322)
  - Rapides (27,759)
  - Vernon (7,402)
  - Winn (3,260)
- Region 7:
  - Bienville (3,309)
  - Bossier (16,232)
  - Caddo (53,922)
  - Claiborne (3,101)
  - DeSoto (5,250)
  - Natchitoches (8,535)
  - Red River (2,112)
  - Sabine (4,432)
  - Webster (8,599)
- Region 8:
  - Caldwell (2,348)
  - East Carroll (2,692)
  - Franklin (5,328)
  - Jackson (2,647)
  - Lincoln (7,743)
  - Madison (3,514)
  - Morehouse (7,797)
  - Ouachita (33,934)
  - Richland (5,166)
  - Tensas (1,429)
  - Union (4,594)
  - West Carroll (2,898)
- e. Outreach events shall be organized in a wide range of settings including diverse neighborhoods and non-traditional locations targeting the primary audience. This must include both urban and rural settings throughout each GSA.
- f. Contractor shall provide assistance and logistical support for training sessions hosted by Department outreach staff, outreach contractors and stakeholders.
- g. The contractor shall work with traditional and non-traditional media resources to keep outreach events in the public eye. Traditional media



would include newspaper, television and radio. Non-traditional media could include social media, flyers, church bulletins or other resources as outlined by contractor and approved by the contract monitor or designee.

- h. Contractor shall evaluate events and activities for impact and effectiveness and provide a written report of each event to the contract monitor.
- i. All releases and communications regarding outreach events must have prior written approval of the contract monitor or designee before release.

### **3. *Direct Mail***

- a. The contractor shall prepare direct mail pieces at the direction of the Department and in coordination with the Enrollment Broker to include a postcard outlining steps for enrollees and families, a "Readiness Kit" outlining important steps to making a decision and including a "health audit" checklist, and a reminder postcard about choosing a CCN. These materials are supplements to the actual "Enrollment Packets" prepared by the Enrollment Broker.
- b. The contractor should provide a template for the choice packets and additional educational material for enrollees to be used by the Enrollment Broker.
- c. The contractor shall provide for all design work, content development, writing and editing of direct mail materials.
- d. All materials should be made available in, at a minimum, English, Spanish and Vietnamese.
- e. The contractor shall handle all printing of materials to be mailed.
- f. Contractor shall field test all materials before dissemination and evaluate effectiveness of all materials for impact and usefulness to target audience.
- g. Contractor shall also assist in developing materials for providers as directed by and in consultation with the Department. This may include two brochure type educational pieces for providers.
- h. All direct mail materials regarding the campaign must have prior written approval of the contract monitor or designee before release.

### **4. *Printed and Other Materials***

- a. The contractor shall develop printed materials such as brochures, posters, table coverings, promotional items, etc. for target audiences (including, but not limited to the CCN-eligible Medicaid enrollees and their families, community stakeholders, those with low-literacy and low-income levels, Spanish and Vietnamese language populations, as well as providers).
- b. Printed material shall include at least one brochure specific to people with disabilities and their caregivers. At the direction of the Department, this brochure will target individuals who are receiving ongoing services, and outline how those services will transition.
- c. Development of printed materials shall include the design, writing and artwork of such print material.
- d. Contractor shall also be responsible for printing the materials to be used at outreach events and disseminated to enrollees.
- e. All printed materials regarding the campaign must have prior written approval of the contract monitor or designee before release.
  - (i) All member-related materials must be in a style and reading level that will accommodate the reading skills of Medicaid eligibles. In general, the writing should be at no higher than 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:
    - Flesch – Kincaid
    - Fry Readability Index;
    - PROSE The Readability Analyst (software developed by Educational Activities, Inc.);
    - Gunning FOG Index;
    - McLaughlin SMOG Index; or
    - Other computer generated readability indices accepted by DHH.
  - (ii) The text must be printed in at least ten-point font, preferably twelve-point font.
  - (iii) All written materials must be in accordance with DHH's "Person First" policy, which can be found in attachment VII.
  - (iv) All printed material, including direct mail pieces, must be provided in their native program formats digitally as well as exported or camera-ready electronic formats to the Department and the Enrollment Broker Contractor.

## **5. *Multimedia Campaign***

- a.** If the Department chooses to use television and/or radio ads, the Contractor shall produce the public service announcement (PSA) handling all media services, including production, writing, design, casting, music, editing facility charges and the planning and buying of media contracts for airtime. The contents of the PSAs should include a brief description of the CCN initiative, its benefits, and action statements for the target audience, including how to make a choice of CCN. Any necessary production time should be incorporated into the overall costs associated with the ad's creation and will be deducted from the amount allotted for air time costs. The Department shall approve in writing, the contents of any PSA prior to airing.
- b.** If the Department chooses to use innovative channels of communication, including but not limited to, text messaging technology, smart phone applications, Web advertisements, care wraps, bus boards or billboards, the Contractor shall produce the advertisements or other means of marketing, handling any media services, including production, writing, design, casting, music, editing facility charges and the planning and purchase of any associated media buys. Any necessary production time should be incorporated into the overall costs associated with the ad's creation and will be deducted from the amount allotted for air time costs. The Department shall approve in writing, the contents of any ad prior to airing.
- c.** The contractor shall also be responsible for the trafficking/distribution of creative materials, invoice auditing, post analysis of effectiveness and the servicing of the account for any television or radio buys.
- d.** Contractor shall measure impact and the level of public awareness created through the contract based on a formula developed by the contractor and approved by the Department.
- e.** Marketing releases or communications regarding the campaign must have prior written approval of the contract monitor before release.

## **6. *Field Testing***

- a.** The contractor shall be responsible for field testing through member focus groups any television or radio PSAs, all direct mail materials and printed materials or other outreach methods, materials, etc. aimed for consumption by the primary target audience.

- b. The contractor shall develop a means of field testing materials to be approved by the Department, and provide written results back to the Department and the Enrollment Broker contractor on all material tested.
- c. The contractor shall conduct all focus group testing of materials.
- d. All focus groups shall include a sampling of people in the target audience and have at least two representatives from stakeholders and advocates who interact with the target audience regularly.
- e. Both DHH and the Enrollment Broker contractor shall be given the option to observe any focus group efforts.

## **7. *Stakeholders and Advocates***

- a. The contractor shall, in consultation with the Department, develop a master list of stakeholders and advocates in each parish, including e-mail addresses and primary contact information.
- b. The contractor shall develop materials targeted to these stakeholders and help train them to provide education to CCN-eligible members on the importance of choosing a CCN. These can be and should be similar to materials prepared for members.
- c. The contractor shall consider subcontracting with Community Based Organizations within each GSA to educate and reach out to the enrollee population. Any subcontract with a CBO must be free of conflicts of interest with the CCN initiative, as determined by DHH.
- d. The contractor should assist the Department in disseminating material to identified stakeholders and advocates primarily through electronic means for printing by stakeholders.
- e. All stakeholder material must receive prior written approval by the contract monitor or designee before release.

## **8. *Web site***

- a. The contractor shall assist the Department as needed to update [www.MakingMedicaidBetter.com](http://www.MakingMedicaidBetter.com).
- b. Updates shall include a robust calendar of outreach events, and making all printed materials and PSAs available for download as appropriate.

- c. The Contractor will work with the MMB Webmaster to ensure site is current.
- d. All updates to the Web site must receive prior approval by the contract monitor or designee before release.

## **9. Staffing Requirements**

- a. The Contractor shall have in place the organizational, operational, managerial, and administrative systems capable of fulfilling all contract requirements. The Contractor shall be staffed by qualified persons in numbers appropriate to fulfilling contract requirements.
- b. 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), 42 CFR §1001.1901(b), 42 CFR §1003.102(a)(2)]. The Contractor must screen all employees and sub-contractors 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: <http://www.oig.hhs.gov/fraud/exclusions.asp>.
- c. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.
- d. 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 DHH policy requirements, including the requirement for providing culturally competent services. If the Contractor does not achieve the desired outcomes or maintain compliance

with contractual obligations, additional monitoring and regulatory action may be employed by DHH, including but not limited to requiring the contractor to hire additional staff and application of monetary penalties as specified in Section C of this RFP.

- e. The Contractor shall be responsible for any additional costs associated with on-site audits or other oversight activities that result when required systems are located outside of the State of Louisiana.
- f. Upon written request from DHH, the Contractor shall remove or reassign from the contract any person providing services under the contract who is determined by DHH to be unacceptable to DHH.
- g. The Department shall approve the hiring of all key professional personnel.
- h. Key professional personnel may not be removed or reassigned without the approval of the Department, which will not be withheld if a suitable candidate is proposed. Qualifications, including experience and expertise, of replacements or substitutes, if any, must meet or exceed those of the originally proposed personnel on which the award is based.
- i. An individual staff member is limited to occupying a maximum of one of the Key Staff positions listed below unless prior approval is obtained from DHH.
- j. The Contractor shall inform DHH in writing within seven (7) days, when an employee leaves one of the Key Staff positions listed below. The vacancy shall be filled within thirty (30) days. Staff assignments shall be fully covered at all times. The name of the interim contact person should be included with the notification. The name and resume of the permanent employee should be submitted as soon as the new hire has taken place.
- k. The contractor shall include at a minimum the following key personnel:
  - (i) A Project Leader should have at least five (5) years of experience in managing a large-scale multimedia communications project involving a demographically-similar target audience of equal or greater scope. Knowledge of the Louisiana health care, geographic and demographic environments are preferred.
  - (ii) An Outreach Coordinator must have at least five (5) years of experience in event planning. A deep knowledge of the state of Louisiana, each GSA and the target audience is also required.

## **10. Financial Accountability**

- a. Contractor shall develop budgets for advertising and other program activities and events.
- b. Contractor shall maintain budget status control and appropriate records which may be audited by the Louisiana Legislative Auditor's office, the Department or other DHH designee(s).
- c. Contractor shall provide monthly and year-to-date accounting of all monies expended and committed. The statement shall include charges for work performed within all work categories, charges for services provided by vendors not associated with the contractor and the value of services provided at no charge. The statement will be due ten (10) working days after the last day of the month.
- d. Contractor shall handle all details of reimbursement of media by furnishing billing, accounting and substantiation for all media.

## **11. Records and Reports**

- a. The contractor shall maintain detailed records of all activities as outlined in each deliverable.
- b. Contractor shall provide weekly reports to Contract Monitor on Friday of each week detailing activities for the previous week, expenses incurred and outlining the next week's goals and objectives.
- c. Contractor shall provide a detailed report of all activities at the end of the Contract, including detailed data on reach of PSAs in all media, direct mail materials and outreach events, as well as all expenses incurred as outlined under Financial Accountability.

## **12. Transition Plan**

- a. Within 90 days before the end of the contract, the contractor shall prepare a plan to transition all communications efforts to the Enrollment Broker and Department.
- b. The transition plan shall include details on accessing design templates, including colors and fonts used.
- c. The transition plan shall also include an "emergency" contact for the Department to reach for any materials not fully transitioned but needed for up to one year after the term of the contract.

- d. The Transition Plan must receive written approval by the Contract Monitor to be considered complete.

### **C. Monetary Penalties**

1. In the event the Contractor fails to meet the performance standards specified within the contract, the monetary penalties defined below may be assessed. If assessed, the monetary penalties will be used to reduce the Department's payments to the Contractor or if the monetary penalties exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
  - a. Late submission of any required report - \$100 per working day, per report.
  - b. Failure to fill vacant contractually-required key staff positions within 30 days - \$500 per working day from 31st day of vacancy until filled with an employee approved by the Department.
  - c. Failure to maintain all files and perform all file updates according to the requirements in the contract - \$100 per working day for each day after the agreed upon date.
  - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
  - e. Failure to comply with outreach and education requirements on time as specified in the contract - \$1,000 per business day per deliverable.
2. The decision to impose monetary penalties shall include consideration of some or all of the following factors:
  - a. The duration of the violation;
  - b. Whether the violation (or one that is substantially similar) has previously occurred;
  - c. The Contractor's history of compliance;
  - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
  - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.



#### **D. Fraud and Abuse**

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

#### **E. Technical Requirements**

The Contractor must maintain hardware and software compatible with current DHH requirements, which are as follows:

- IBM compatible PC;
- Pentium 4, Celeron or equivalent processor (or compatible successors);
- 2 Gig of RAM memory;
- Enough spare USB ports to accommodate thumb drives, etc.;
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs;
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security; and
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

#### **F. Subcontracting**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract. If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the State, the prime contractor shall not contract

with any other party for any of the services herein contracted without the express prior written approval of the State.

## **G. Insurance Requirements**

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 Worker's Compensation coverage only.

### **1. Contractor's Insurance**

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The 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 the Department before work is commenced. Said policies shall not be canceled, permitted to expire or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

### **2. Compensation Insurance**

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

### **3. Commercial General Liability Insurance**

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors.

In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**4. Insurance Covering Special Hazards**

Special hazards as determined by the Department 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.

**5. Licensed and Non-Licensed Motor Vehicles**

The Contractor shall 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 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

**6. Subcontractor's Insurance**

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.

**H. Resources Available to Contractor**

The Agency/Program name 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.

**I. Contact Personnel**

All work performed by the contract will be monitored by the contract monitor selected by DHH.

**J. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 18 months. DHH reserves the right to renew or extend the contract for up to a maximum of 36 months with the same rates and conditions.

**K. Payment**

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

### **III. PROPOSALS**

#### **A. General Information**

This section outlines the provisions that govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of mandatory information shall be grounds for rejection of the proposal by the Department.

#### **B. Contact After Solicitation Deadline**

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

#### **C. Rejection and Cancellation**

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

#### **D. Award Without Discussion**

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

#### **E. Assignments**

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

#### **F. Proposal Cost**

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this

RFP, and shall not include this cost or any portion thereof in the proposed contract price.

#### **G. Ownership of Proposal**

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

#### **H. Errors and Omissions in Proposal**

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

#### **I. Procurement Library/Resources Available To Proposer**

Electronic copies of material relevant to this RFP will be posted at the following web addresses:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and  
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>, and  
<http://www.makingmedicaidbetter.com>

#### **J. Proposal Submission**

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy and should submit one (1) electronic copy and ten (10) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

**Mary Gonzalez**

**Department of Health and Hospitals**

**Division of Contracts and Procurement Support**

**628 N 4<sup>th</sup> Street, 5th Floor**

**Baton Rouge, LA 70802**

If delivered via US Mail:  
**Mary Gonzalez**  
**Department of Health and Hospitals**  
**Division of Contracts and Procurement Support**  
**P.O. Box 1526**  
**Baton Rouge, LA 70821-1526**

**K. Proprietary and/or Confidential Information**

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

#### **L. Proposal Format**

1. Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and should be typed on standard 8 1/2" x 11" paper with recommended margins of one inch. It should be single spaced with text no smaller than 11-point font; pages may be single sided or double sided. All proposal pages should be numbered and identified with the Proposer's name. Materials should be sequentially filed in three ring binders no larger than three inches in thickness.
2. An item-by-item response to the Request for Proposals is requested.
3. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

#### **M. Requested Proposal Outline:**

- Introduction/Administrative Data
- Understanding of Project Scope
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

## **N. Proposal Content**

- 1.** Include information that will assist the Department in determining the level of quality and timeliness that may be expected. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. Describe the background and capabilities of the proposer and subcontractors, if applicable. Give details on how the services will be provided, and include a breakdown of proposed costs. Also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
- 2.** Address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
- 3.** Define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
- 4.** Introduction/Administrative Data
  - a.** Provide summary information about the proposer's organization. State proposer's knowledge and understanding of the needs and objectives of the Making Medicaid Better initiative and CCNs as related to the scope of this RFP. Further, cite proposer's ability to satisfy provisions of the Request for Proposal.
  - b.** Include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. Include a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. Include an organizational chart displaying the proposer's overall structure.
  - c.** Also include the following information:
    - (i)** Location of Active Office with Full Time Personnel, inclusive of all office locations (address) with full time personnel.
    - (ii)** Name and address of principal officer;
    - (iii)** Name and address for purpose of issuing checks and/or drafts;



- (iv) For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;
  - (v) If out-of-state proposer, give name and address of local representative; if none, so state;
  - (vi) If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date and social security number;
  - (vii) If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
  - (viii) Proposer's state and federal tax identification numbers.
- d. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the Contract, or provide certification it can provide equivalent services in a different manner.
- e. The following information must be included in the proposal:
- (i) Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).
  - (ii) Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
  - (iii) Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
  - (iv) Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

## 5. Understanding of Project Scope and Work Plan/Project Execution

- a. Articulate an understanding of, and ability to effectively implement the needs and objectives as outlined within Section II of the RFP. Demonstrate an understanding of the target audience of CCN-eligible Medicaid enrollees and their families as outlined in Attachment V.. Include a detailed breakdown of how the requested services will be provided as well as the rationale for the chosen approach and the methodology for

achieving the goals set forth in the RFP. Include details on the tasks and actions necessary to meet the RFP requirements. Include a project work plan and schedule for implementation. In particular, provide:

- (i) A written explanation of the work plan addressing process flow, time frames for each component and the ability to maintain the work plan schedule (i.e. drawing on firm resources, etc.).
- (ii) A strategic overview, including all elements to be provided.
- (iii) A proposal outlining recommendations, including all production and associated media buy costs, for traditional mass media use to reach the target audience keeping in mind the balance between use of mass media versus direct outreach and other innovative channels of communication, specifically as it relates to the target audience.
- (iv) Samples of anticipated outreach and education campaign materials. This may include print, broadcast (story boards or digital format provided with the electronic version of the RFP), Web or other mediums;
- (v) A proposal for consideration by the Department for innovative channels of communication, such as, for example, applications for smart phones, text messaging technology, Web advertisements, car wraps or other innovative approaches. If such innovative approach is approved by the Department, the contractor shall be responsible for the development and implementation of approved approach, including any associated costs, which should be included in the proposal and total cost estimates.
- (vi) Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task. Include samples, where appropriate, that illustrate the proposer's abilities. This can include previous projects of similar scope as well as new, RFP-specific items;
- (vii) Identification of critical tasks;
- (viii) Estimated time involved in completion of tasks;
- (ix) All assumptions or constraints on tasks;
- (x) Specific documents and reports that are to be produced as a result of completing tasks;

- (xi)** A summary, at the activity level, to show completion schedules relative to deliverables;
- (xii)** Charts and graphs which reflect the work plan in detail;
- (xiii)** The approach to project management and quality assurance;
- (xiv)** Discussion of what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period;
- (xv)** The approach and strategy for project oversight and management;
- (xvi)** A demonstration of the ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served;
- (xvii)** Specific designations of the tasks to be performed by the subcontractor, if applicable; and
- (xviii)** Procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

## **6. Relevant Corporate Experience**

- a.** The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person as well as an explanation of the project performed.
- b.** A statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

## **7. Personnel Qualifications**

- a.** The purpose of this section is to evaluate the relevant experience, resources and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b.** Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c.** Include job descriptions, including the percentage of time allocated to the project and the number of personnel. Indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Indicate if the position will be filled by a sub-contractor.
- d.** Identify key personnel and the percentage of time directly assigned to the project should be identified.
- e.** Include résumés of all known personnel. Resumes of proposed personnel should include, but not be limited to:
  - Experience with proposer;
  - Previous experience in projects of similar scope and size; and
  - Educational background, certifications, licenses, special skills, etc.
- f.** If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

## **8. Additional Information**

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. Include a copy of proposer's All Hazards Response Plan, if available.

## **9. Corporate Financial Condition**

- a.** The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- b.** Include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

## **10. Cost and Pricing Analysis**

- a.** Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs for successful implementation of all deliverables outlined. An item-by-item breakdown of costs shall be included in the proposal.
- b.** Proposers shall submit the breakdown in a format similar to the attached sample cost template form (See Attachment IV) for each year of the contract to demonstrate how cost was determined. The itemized cost breakdown for professional services must include, at a minimum, the cost for the following:
  - (i)** Strategy Development/Market Research (Focus Group and Field Testing Costs) and Evaluation
  - (ii)** TV/Radio/Multimedia Production
  - (iii)** Direct Mail and Print Material Design and Production
  - (iv)** Message Placement/Distribution (Media Buy)
  - (v)** Coordination of Public Events/Outreach Events

## **O. Evaluation Criteria**

All responses received as a result of this RFP are subject to evaluation by a Proposal Review Committee. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.

The committee may reject any or all proposals if none is considered in the best interest of the state.

The Proposal Review Committee will evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and scoring will be done by consensus of the Proposal Review Committee.

Proposals containing assumptions, lack of sufficient details, poor organization, lack of proofreading and unnecessary use of self promotional claims will be evaluated accordingly.

Scoring will be based on a possible total of 100 and the proposal with the highest total score will be recommended for award.

The following criteria will be used to evaluate proposals:

1. Understanding of scope of work: Will be based on an understanding of the needs and objectives of the Making Medicaid Better initiative and the Medicaid Program and its enrollees, as laid out in the RFP. The practicality of the execution of each stage of the project will be considered. The rationale and methodology for achieving objectives will be considered as well as the proposer's organizational approach to the project.
2. Creativity and potential impact: Will be based on the creativity of the proposed ideas as well as the contractor's past creative efforts and their anticipated impact on the target audience, and the perceived ability to meet campaign objectives.
3. Technical proposal/plan for project execution: The practicality of the execution of each stage of the project will be examined. The proposer is required to provide a strategic overview including a summary of outreach and education elements.
4. Prior experience and qualifications: The proposer's experience in implementing public health communication and/or outreach and education campaigns as well as the proposer's experience with the primary target audience will be considered.
5. Qualification of personnel and other resources: The proposed staffing will be judged on the skills and experience of the management, support and payment /accountability systems as related to the project, availability of local and non-local consultants, the experience levels of the candidates in developing the elements proposed in the RFP as well as potential elements to be developed in the near future. Particular emphasis will be placed on the expertise and experience of key personnel as relates to public health issues. This experience should be described in resumes submitted by the proposer. Major accomplishments of the proposed personnel, including past projects, should be described in detail. Location of active office with full-time personnel will be considered.

## 6. Cost Evaluation

Cost will be evaluated as follows:

a. Competitiveness will be based on the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) \times 25$$

**CPS = Cost Proposal Score**

**LPC = Lowest Proposal Cost**

**PC = Proposal Cost**

b. A maximum of 10 bonus points may be awarded for the cost criteria based on evaluation of reasonableness of cost, adequate budget detail, and justification that all cost is consistent with the quality, purpose, objectives and deliverables of the RFP.

7. Corporate Financial Requirements: The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

## 8. Evaluation Criteria and Assigned Points:

Evaluation Criteria	Total Possible Points
Understanding of the Scope of Work	5
Creativity and Potential Impact	20
Technical Proposal/Plan and Project Execution	15
Prior Experience and Qualifications	15
Qualification of Personnel and other Resources	15
Cost of Entire Project	25
Corporate Financial Requirements	5
Total	100

## P. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

#### **IV. CONTRACTUAL INFORMATION**

- A.** The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B.** Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer 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 attached CF-1.
- C.** Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount.  
OR  
Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D.** In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
- 1.** Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
  - 2.** Force Majeure: The contractor and the Department 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.
  - 3.** Order of Precedence: 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 a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.



4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
5. Board Resolution/Signature Authority: 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.
6. Warranty to Comply with State and Federal Regulations: 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.
7. Warranty of Removal of Conflict of Interest: 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 the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
  - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
  - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
  - c. The contractor must provide written assurance to the agency 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.

**Attachments:**

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA
- IV. Cost and Pricing Instructions and Template
- V. CCN Eligibles
- VI. Map of Parishes within GSA
- VII. Person First Policy

**CERTIFICATION STATEMENT****ATTACHMENT I**

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

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

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

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

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

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

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

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

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

CFMS:  
DHH:  
AGENCY #

Attachment II  
DHH - CF - 1

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

**AND**

**FOR**

☐ Personal Services   ☐ Professional Services   ☐ Consulting Services   ☐ Social Services

1) <b>Contractor (Legal Name if Corporation)</b>		5) <b>Federal Employer Tax ID# or Social Security #</b> (11 digits)	
2) <b>Street Address</b>		6) <b>Parish(es) Served</b>	
<b>City and State</b>	<b>Zip Code</b>	7) <b>License or Certification #</b>	
3) <b>Telephone Number</b>		8) <b>Contractor Status</b>	
4) <b>Mailing Address (if different)</b>		Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>City and State</b>	<b>Zip Code</b>	8a) <b>CFDA#(Federal Grant #)</b>	
9) <b>Brief Description Of Services To Be Provided:</b> Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.			
10) <b>Effective Date</b>		11) <b>Termination Date</b>	
12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.			
13) <b>Maximum Contract Amount</b>			
14) <b>Terms of Payment</b> If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.			
<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	<b>Name</b>		
	<b>Title</b>	<b>Phone Number</b>	

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

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

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

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

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

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

15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. 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.

**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.**

	<b>STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS</b>
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\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
*Secretary, Department of Health and Hospitals or Designee*

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TITLE**

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(Rev. 1/04)

**HIPAA Business Associate Addendum:**

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.  
     "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.  
     "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) 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 will 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.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 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.

9. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

  - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
  - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
  - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

# **Attachment I**

## **Certification Statement**

**Making Medicaid Better  
Education and Outreach Proposal Certification Statement**

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

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

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

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

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

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

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

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

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

Company Name: \_\_\_\_\_

# **Attachment II**

## **DHH Standard Contract Form (CF-1)**

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

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

**AND**

**FOR**

☐ Personal Services    ☐ Professional Services    ☐ Consulting Services    ☐ Social Services

1) <b>Contractor (Legal Name if Corporation)</b>	5) <b>Federal Employer Tax ID# or Social Security #</b> (11 digits)
2) <b>Street Address</b>	6) <b>Parish(es) Served</b>
<b>City and State</b> <b>Zip Code</b>	7) <b>License or Certification #</b>
3) <b>Telephone Number</b>	8) <b>Contractor Status</b> Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
4) <b>Mailing Address (if different)</b>	
<b>City and State</b> <b>Zip Code</b>	8a) <b>CFDA#</b> (Federal Grant #)

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

10) <b>Effective Date</b>	11) <b>Termination Date</b>
---------------------------	-----------------------------

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

**13) Maximum Contract Amount**

#### 14) Terms of Payment

<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	<b>Name</b>	
	<b>Title</b>	<b>Phone Number</b>

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

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

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

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

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

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

15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.



23. 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.

**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.**

	<b>STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS</b>
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\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
*Secretary, Department of Health and Hospitals or Designee*

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TITLE**

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\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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**SIGNATURE**

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**DATE**

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**NAME**

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**NAME**

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**TITLE**

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**TITLE**

# **Attachment III**

## **HIPAA Business Associate Addendum**

(Rev. 1/04)

**HIPAA Business Associate Addendum:**

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.  
    "Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.  
    "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) 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 will 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.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 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.

9. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:  
In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:  
(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;  
(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and  
(C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

# **Attachment IV**

## **Cost and Pricing Instructions and Template**

## **Attachment IV**

### **CCN Outreach and Education Cost and Pricing Template**

#### **Cost and Pricing Analysis**

The information requested herein shall constitute the Cost Proposal. The Cost Proposal should be placed in a **separate sealed envelope** within the sealed proposal, separated from the technical submittal.

Proposers shall submit the cost and pricing analysis using the Cost and Pricing Templates for State Fiscal Year (SFY) 2012 (12 contract months) and SFY 2013 (6 contract months) in accordance with the instructions provided below. Where noted, cost should be subdivided by Geographic Service Area (GSA).

This Attachment contains the following sections:

- Cost and Pricing Template Instructions
- Cost and Pricing Template
- Comments Page

Using the Cost and Pricing Templates, detail costs in each respective category by year. The cost proposal shall also contain the total cost for the entire contract per each SFY and a total cost for the entire proposal.

#### **COST AND PRICING TEMPLATE INSTRUCTIONS**

##### **General Instructions**

Any area “grayed out” in the columns below does not require a response from the proposer.

All proposers are encouraged to use the cost and pricing template as the base for their cost and pricing proposal. The proposer may include additional information or data in the cost template if needed, but all items noted on the DHH provided template must be included.

##### **Column Descriptions**

###### **Proposal Cost Category**

**DELIVERABLES** – The proposer will provide a breakdown of all costs associated with the completion of each deliverable. Each item listed in this category represents an item that has an associated cost. All items listed must have a cost response listed in the columns to the right that have not been “grayed out”. Any staffing and agency costs (such as meetings, strategy, accounting, etc.) that are associated with each deliverable should be included in this cost breakdown.

**OPERATING COSTS** – The proposer will provide a breakdown of any operating costs that will be applicable/billable as part of the overall cost of this contract. This may include rent, utilities, telephone, insurance, office supplies, etc. The proposer will use this area to list operating costs, adding rows as needed.

**TRAVEL** – The proposer will provide a breakdown of travel costs anticipate as part of the contract. This includes in and out of state travel.

**OTHER** – The proposer will provide a breakdown of any additional direct costs anticipated as part of the contract that are not included in the three prior proposal cost categories.

**TOTAL SFY COST** – The proposer will provide the total cost for the entire year, inclusive of all services provided and agency expenses necessary to complete those services. The cost listed here should be the sum total of all TOTAL COST FOR ALL AREAS rows. The TOTAL SFY COST for SFY12 and SFY13 will be added together at the end of the Cost and Pricing Template to produce the total proposal cost.

**GSA “A” COST, GSA “B” COST and GSA “C” COST** – Any column area not grayed out in any of these three columns must include a breakdown in cost for that specific Geographic Service Area. These calculations can be determined using data from the RFP procurement library, including potential enrollment numbers. If the GSA columns are grayed out, only the TOTAL COST FOR ALL AREAS column, representing the cost to provide this category to the entire state, is needed.

**TOTAL COST FOR ALL AREAS** – Every proposal cost category must include a total cost to cover all GSAs. If the GSA columns have been filled in, this will represent a combined total for all areas. If there are no GSA areas to fill in, this will be the total cost to provide this contract cost category for the entire state.

**TOTAL PROPOSED COST** – The last table in the Cost and Pricing Template requires Total SFY 2012 Cost and Total SFY 2013 Cost followed by Total Cost for Outreach and Education RFP. The very last row must include the total cost of the proposer’s entire campaign. Every detail and expense should be accounted for in this row. This is the row that DHH will use to determine the lowest cost proposer and assign points accordingly.

## COST AND PRICING TEMPLATE

PROPOSER	
ADDRESS	
CITY, STATE, ZIP CODE	
EMAIL CONTACT	

TOTAL PROPOSED COST SFY 2012 (July 2011 - June 2012)				
PROPOSAL COST CATEGORY	GSA "A" COST	GSA "B" COST	GSA "C" COST	TOTAL FOR ALL AREAS
<b>DELIVERABLES</b> (Section II, B)				
<ul style="list-style-type: none"> <li>• <b>Strategy Development and Market Research</b> (Section II, B, 1)</li> </ul>				
<ul style="list-style-type: none"> <li>• <b>Outreach – Coordination of public relations and special outreach events</b> (Section II, B, 6)</li> </ul>				
<ul style="list-style-type: none"> <li>• <b>Direct Mail – Development, production and implementation</b>(Section II, B, 3)</li> </ul>				
<ul style="list-style-type: none"> <li>• <b>Printed and Other Materials – production</b> (Section II, B, 4)</li> </ul>				
<ul style="list-style-type: none"> <li>• <b>Multimedia Campaign - Development, production and implementation</b> (Section II, B, 2)</li> </ul>				
<ul style="list-style-type: none"> <li>• <b>Field Testing - For all produced campaign materials</b> (Section II, B, 5)</li> </ul>				
<ul style="list-style-type: none"> <li>• <b>Stakeholder/Advocate - Development of materials and implementation of outreach efforts</b></li> </ul>				



TOTAL PROPOSED COST SFY 2012 (July 2011 - June 2012)				
PROPOSAL COST CATEGORY	GSA "A" COST	GSA "B" COST	GSA "C" COST	TOTAL FOR ALL AREAS
for stakeholders/advocates (Section II, B, 7)				
<ul style="list-style-type: none"> <li>Website – Assist in maintaining <a href="http://www.MakingMedicaidBetter.com">www.MakingMedicaidBetter.com</a> (Section II, B, 8)</li> </ul>				
<b>OPERATING COSTS (list)</b>				
<b>TRAVEL (list)</b>				
<b>OTHER (list)</b>				
<b>TOTAL SFY 2012 COST</b>				

TOTAL PROPOSED COST SFY 2013 (July 2012 – December 2012)				
PROPOSAL COST CATEGORY	GSA "A" COST	GSA "B" COST	GSA "C" COST	TOTAL FOR ALL AREAS
<b>DELIVERABLES</b> (Section II, B)				
• <b>Strategy Development and Market Research</b> (Section II, B, 1)				
• <b>Multimedia Campaign</b> - Development, production and implementation (Section II, B, 2)				
• <b>Direct Mail</b> – Development, production and implementation (Section II, B, 3)				
• <b>Printed and Other Materials</b> – production (Section II, B, 4)				
• <b>Field Testing</b> - For all produced campaign materials (Section II, B, 5)				
• <b>Outreach</b> – Coordination of public relations and special outreach events (Section II, B, 6)				
• <b>Stakeholder/Advocate</b> - Development of materials and implementation of outreach efforts for stakeholders/advocates (Section II, B, 7)				
• <b>Website</b> – Assist in maintaining <a href="http://www.MakingMedicaidBetter.com">www.MakingMedicaidBetter.com</a> (Section II, B, 8)				
<b>OPERATING COSTS</b> (list)				

TOTAL PROPOSED COST SFY 2013 (July 2012 – December 2012)				
PROPOSAL COST CATEGORY	GSA "A" COST	GSA "B" COST	GSA "C" COST	TOTAL FOR ALL AREAS
<b>TRAVEL</b> <i>(list)</i>				
<b>OTHER</b> <i>(list)</i>				
<b>TOTAL SFY 2013 COST</b>				

TOTAL PROPOSED COST	
Total SFY 2012 Cost	
Total SFY 2013 Cost	
<b>TOTAL COST FOR OUTREACH AND EDUCATION RFP</b>	

**Please note the following for cost evaluation purposes:**

- Total points for cost evaluation is 25
- Of those 25 points:
  - 15 points will be based on the lowest cost proposer
  - 10 points will be based on reasonableness of cost

## **COST AND PRICING TEMPLATE COMMENTS**

***Proposers shall explain their methodology for proposal costs below.***

1. Provide a detailed explanation of how you reached each total figure in the cost template, demonstrating specifically how much will be spent on staffing, production, materials, creative, agency fees, media buys, printing or other associated costs. If the proposer needs to modify the cost and pricing template to include these details, that is optional. However, the proposer must include, at a minimum, all information requested in the charts above.
2. Include additional comments or list attached/supporting documentation.

# **Attachment V**

## **CCN Eligible Categories**

## **Attachment V**

### **Coordinated Care Network (CCN) Eligible Populations**

#### **Mandatory CCN Populations**

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

- a. Section 1931 - (Low Income Families with Children) - Individuals and families who meet the eligibility requirements of the AFDC State Plan in effect on July 16, 1996;
- b. TANF - Individuals and families receiving cash assistance through FITAP, administered by the DCFS.
- c. CHAMP-Child Program – Poverty level children up to age 19 with income at or below 100% FPL for children 6 to 19 and at or below 133% FPL for children age 0 to 6, who meet financial and non-financial eligibility criteria. Deprivation or uninsured status is not an eligibility requirement;
- d. Deemed Eligible Child Program - Infants born to Medicaid eligible pregnant women, regardless of whether or not the infant remains with the birth mother, throughout the infant's first year of life;
- e. Youth Aging Out of Foster Care - Children under age 21 who were in foster care (and already covered by Medicaid) on their 18th birthday, but have aged out of foster care;
- f. Regular Medically Needy Program - Individuals and families who have more income than is allowed for regular on-going Medicaid but can qualify on the basis that their income is spent or obligated for medical expenses; and
- g. LaCHIP Program - Children with income at or below 200% FPL enrolled in the Title XXI Medicaid expansion CHIP program for low-income children under age 19 who do not otherwise qualify for Medicaid, including LaCHIP Phases I, II, and III.

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

- a. Section 1931 LIFC Program
- b. TANF (FITAP) Program
- c. Regular Medically Needy Program

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

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

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

Aged, Blind and Disabled Adults – Individuals, 19 or older, who do not meet any of the conditions for exclusion from participation in a CCN, including:

- a.** Supplemental Security Income (SSI) Program - Individuals 19 and older who receive cash payments under Title XVI (Supplemental Security Income) administered by the Social Security Administration and
- b.** Extended Medicaid Programs - Certain individuals who lose SSI eligibility because of a Social Security cost of living adjustment (COLA) or in some cases entitlement to or an increase in Retirement, Survivors, Disability Insurance (RSDI) benefits, i.e., Social Security benefits. SSI income standards are used in combination with budgeting rules which allow the exclusion of cost of living adjustments and/or certain benefits. Extended Medicaid consists of the following programs:
- Disabled Adult Children - Individuals over 19 who become blind or disabled before age 22 and lost SSI eligibility on or before July 1, 1987, as a result of entitlement to or increase in RSDI Child Insurance Benefits;
  - Early Widows/Widowers - Individuals who lose SSI eligibility because of receipt of RSDI early widow/widowers benefits;
  - Pickle - Aged, blind, and disabled persons who become ineligible for SSI or MSS as the result of cost of living increase in RSDI or receipt and/or increase of other income including:
    - Group One - Individuals who concurrently received and were eligible to receive both SSI and RSDI in at least one month since April 1, 1977, and lost SSI as the direct result of an RSDI COLA and
    - Group Two - Individuals who were concurrently eligible for and received both SSI and RSDI in at least one month since April 1, 1977, and lost SSI due to receipt and/or increase of income other than an RSDI COLA, and would again be eligible for SSI except for COLAs received since the loss of SSI;
  - Disabled Widows/Widowers and Disabled Surviving Divorced Spouses Unable To Perform Any Substantial Gainful Activity- Widows/Widowers who are not entitled to Part A Medicare who become ineligible for SSI due to receipt of SSA Disabled Widows/Widowers Benefits so long as they were receiving SSI for the month prior to the month they began receiving RSDI, and they would continue to be eligible for SSI if the amount of the RSDI benefit was not counted as income;
  - Blood Product Litigation Program - Individuals who lose SSI eligibility because of settlement payments under the *Susan Walker v. Bayer Corporation* settlement and the Ricky Ray Hemophilia Relief Fund Act of 1998;
  - Medicaid Purchase Plan Program - Working individuals between ages 16 and 65 who have a disability that meets Social Security standards; and
  - Disability Medicaid Program - Disabled and aged (65 or older) individuals who meet all eligibility requirements of the SSI program as determined by DHH, without having an SSI determination made by SSA.

#### **Voluntary CCN Populations**

- a.** Children under 19 years of age who are:
- Eligible for SSI under title XVI;
  - Eligible under section 1902(e)(3) of the Act;
  - In foster care or other out-of-home placement;

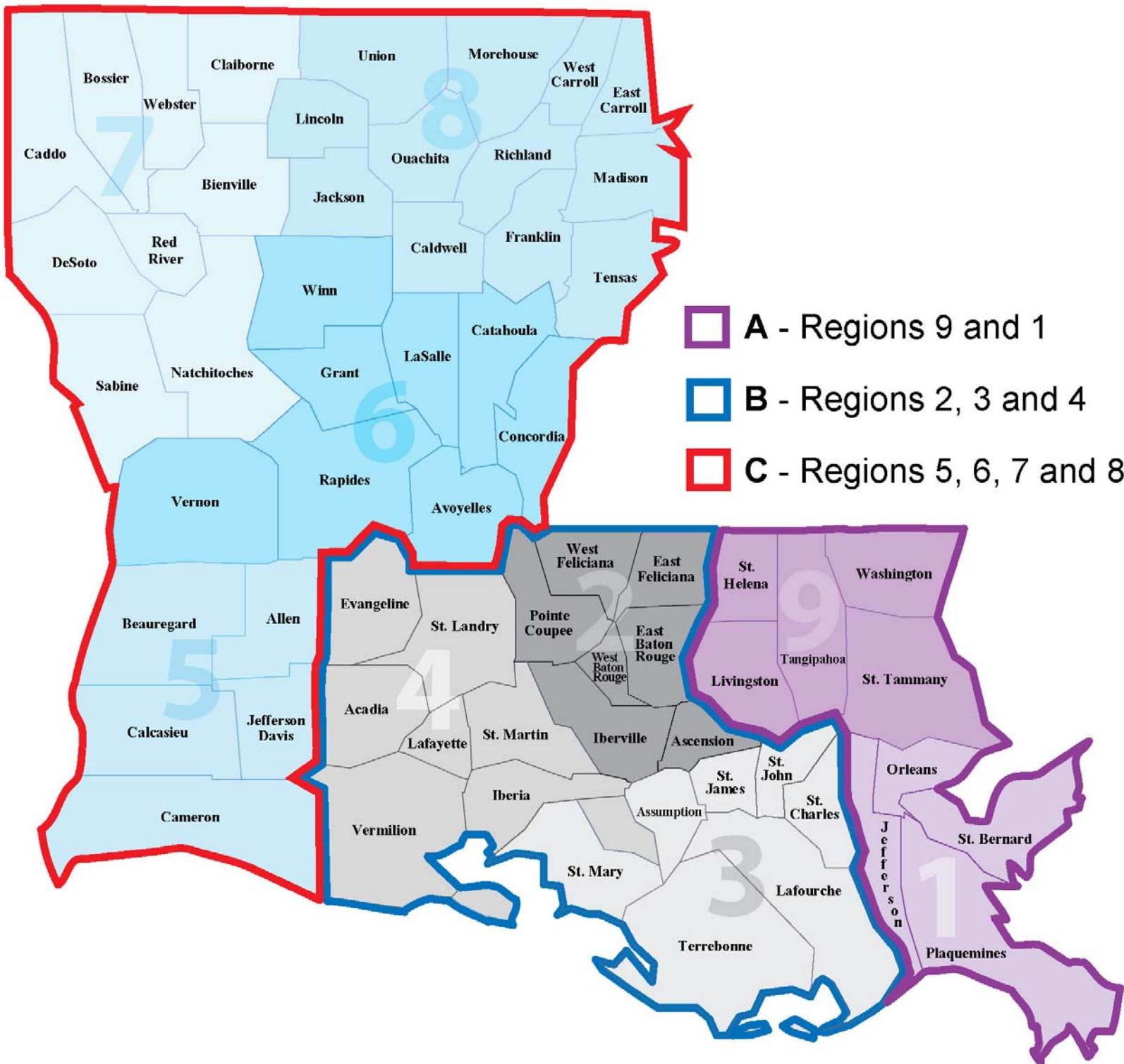
- Receiving foster care or adoption assistance;
  - Receiving services through a family-centered, community-based, coordinated care system that receives grant funds under section 501(a)(1)(D) of title V, and is defined by the DHH in terms of either program participation or special health care needs; or
  - Enrolled in the Family Opportunity Act Medicaid Buy-In Program.
- b.** Native Americans who are members of federally recognized tribes, except when the MCO is:
- The Indian Health Service; or
  - An Indian health program or urban Indian program operated by a tribe or tribal organization under a contract, grant, cooperative agreement or compact with the Indian Health Service.



# **Attachment VI**

## **Map of Parishes within each GSA**

# Proposed CCN Implementation by Regions



# **Attachment VII**

## **Person First Policy**

## **COMMUNICATIONS WITH RESPECT TO PERSONS SERVED BY DHH**

### **I. Purpose**

This policy is to ensure that in all communications persons with disabilities who are served by the department are referred to in language that is affirmative and respectful.

The intent of this policy is to provide guidance to DHH employees and to provide a foundation for training, information and educational opportunities that produce changes in the language we use that ensures respect for the people we serve.

This policy shall not be used as the basis for any disciplinary action or discrimination against any employee who fails to adopt the elements of the policy described herein.

In addition, the policy is not intended to impede accurate communication about medical diagnoses, but rather, to affirm the dignity of people with disabilities and foster positive attitudes.

### **II. Applicability**

This policy applies to all DHH employees.

### **III. Implementation**

The effective date of this policy is December 31, 2003. Subsequent revisions shall become effective on the date the revisions are approved and signed by the Secretary.

### **IV. Policy**

It is the policy of the Department of Health and Hospitals to use written and oral language that reflects the individuality and dignity of the persons we serve.

- A. The Department recognizes that disability is a natural part of the human experience. It is, like gender and ethnicity, one of many characteristics of being human.
- B. The Department acknowledges that words have power, the power to shape the way people think, feel, and act towards others. When a group of people wants understanding and acceptance, attention to the language used in talking and writing about them is particularly important.
- C. Departmental employees have the opportunity to impact how people with disabilities are viewed, treated and responded to. The Department, therefore, adopts the use of positive language.

Such positive language refers to the person first, and then addresses traits or characteristics. It puts the person before the disability and describes what a person has, not what a person is. Positive language promotes understanding, respect, dignity and affirmative outlooks.

## **V. Guidelines for Using Positive Language**

- A. In preparing documents and presentations and in general oral conversations, each employee of the Department should consider the following:
1. The people we serve are first and foremost multi-dimensional human beings like everyone else but whom, secondarily, have a disorder with which they are dealing. A person does not equate to a disability, i.e., a person may have a condition like mental retardation, but would not be referred to as a mental retardate. Likewise, it is preferable to say that a person has a disability, rather than he is disabled. Phrases such as “developmentally disabled children:” should be replaced by “children with developmental disabilities.”
  2. Ask yourself whether it is necessary to mention disability in all cases. The term should be used only when it is significant to the conversation or understanding of written material.
  3. Emphasis should be placed on abilities, rather than limitations. Consider, for example, that wheelchairs allow people to be mobile, rather than being confined.
  4. Avoid negative words or those that sensationalize disabilities. Words like “suffer”, “tragedy”, “problem” and “afflicted” are considered offensive.
  5. “Problems” or “deficits” should be framed as needs. This is the traditional way that we refer to the supports we all need to operate, i.e., “I need glasses,” rather than “I have a visual deficit.”
  6. Avoid euphemisms such as “differently-abled,” and “special,” when what is meant is segregated. The exception is where the term “special” is used as a part of a proper name as in “Special Olympics.”
- B. It is not the intent of this policy to impede communications in medical settings. Where the general population would be referred to as “clients,” that same term is properly used in reference to persons with disabilities.

## **VI. Responsibility**

It is the responsibility of each office/division/bureau to promote the use of positive language. The department recognizes, however, the changes demanded in this policy require a cultural shift that will not occur immediately, but over time and with support and training.

- b. Each office/division/bureau is responsible for providing orientation, training, information and educational materials regarding the use of positive language to its employees.
- c. Within each office/division/bureau, written materials, particularly those that will be shared with the public, are to be reviewed prior to distribution to ensure the use of respectful language. It is also important that positive language be used in individual planning documents and other materials written about specific individuals being served.

Notations:

A variety of resources were used in the preparation of this policy, including work by Kathie Snow at [www.disabilityisnatural.com](http://www.disabilityisnatural.com), the State of Texas Developmental Disabilities Council, Otto F. Wahl, Ph.D. at George Mason University, and the Nebraska Department of Health and Human Services.