



REQUEST FOR PROPOSALS
for
THIRD PARTY LIABILITY (TPL) SERVICES

NAME OF PROGRAM: Medicaid Vendor Administration

RFP #: 3000011897

Proposal Due Date/Time: May 15, 2020

Release Date: March 20, 2020

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1. ADMINISTRATIVE AND GENERAL INFORMATION

1.1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals, as allowed by Louisiana Revised Statute 39:1595, from qualified Proposers to provide system(s) and services to perform Third Party Liability (TPL) services for the Louisiana Department of Health (Department). TPL services include performing recovery and cost avoidance activities through billing of insurance carriers and submission of claims data to hospital and non-hospital providers, completion of annual hospital and non-hospital credit balance reviews, maintenance and support of the TPL Master Resource file, providing the Louisiana Health Insurance Premium Payment Program (LaHIPPP) case management system and services, and other recovery projects in accordance with Federal and State laws.

State and Federal regulations require that states take all reasonable measures to ascertain the legal liability of third parties to pay for medical services furnished to a Medicaid recipient under the State Plan. The goal is to ensure that Medicaid costs are paid by appropriate liable third parties as well as to recover prior paid Medicaid claims for which TPL was not shown at the time of payment. By law, Medicaid is the payer of last resort for medical claims for Medicaid enrollees, with certain exceptions as required by State and federal law. If a known third party (commercial insurance or Medicare) is liable for payment of such claims, payment is automatically denied. This is known as “cost avoidance,” which is possible when enough information is available in the Medicaid Enterprise System (MES). However, in the case of claims for Prenatal, Preventive Pediatrics, and Medical Support Enforcement¹, payment is made to the providers and subsequently investigated for potential recovery activities. This practice is known as “pay and chase.”

Proposers are required to submit a single proposal containing an approach to support each component in *Section 2. Scope of Work/Services*. The Proposer should address how they will execute all activities and provide all resources necessary to assist the State with integration of a complete TPL solution, using Agile implementation methodologies.

¹ **NOTE:** As of the release date of this RFP, the federal law has changed on these provisions and LDH is awaiting guidance from CMS to clarify any changes to the identified claim types. The relevant law is 42 USC 1396(a)(25)(E) and 42 CFR 433.139 and reflects changes to cost avoiding claims for prenatal care.

1.2. Procurement Background

1.2.1. Louisiana Department of Health

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana (State). LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of the Bureau of Health Services Financing (BHSF), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Bureau of Health Services Financing (BHSF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

The Medicaid Management Information System (MMIS) Section within LDH is responsible for the oversight, coordination, authorization, prioritization, and monitoring of the Medicaid Fiscal Intermediary (FI) contract. The FI is responsible for processing fee-for-service (FFS) claims for covered Medicaid services, processing Managed Care Organization (MCO) encounter data, and the timely and accurate reporting to State and federal agencies. The MMIS maintains data on approximately 38,000 qualified Medicaid providers, and maintains recipient eligibility, claims, and encounter data for over 1.5 million individuals.

The Recovery and Premium Assistance operational area of the Medicaid Management Information System (MMIS) section within BHSF is responsible for maximizing the public/private partnership through cost-avoidance measures and third-party recovery. This area is responsible for Casualty, Estate, and Trust recovery services. These services are excluded from the Scope of Work (SOW) for this solicitation.

1.2.2. Louisiana Medicaid Program

Medicaid is the medical assistance program that provides access to health care for low-income families and individuals. Medicaid also assists the elderly and people with disabilities with the costs of nursing facility care and other medical and long-term care expenses.

The Louisiana Department of Health manages the Medicaid program for the State of Louisiana in accordance with federal regulations set forth by the Centers for Medicare and Medicaid Services (CMS). Medicaid health care services in Louisiana are primarily provided by contracted managed care

organizations (MCOs), with 1.3 million recipients enrolled in MCOs and approximately 245,000 recipients receiving services through traditional fee-for-service Medicaid.

In order to meet CMS guidance for managing the Medicaid program, LDH is transitioning the current Medicaid Management Information System from a single system to a modernized, modular system that supports all aspects of the Medicaid program. This new Medicaid Enterprise System (MES) promotes automation and streamlined processes that support interoperability and data sharing between Medicaid systems, State agencies, and external entities. CMS provides an enhanced funding match for modules that meet federal certification standards per the Medicaid Enterprise Certification Toolkit (MECT) version 2.3 available at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

LDH is actively transitioning the Eligibility and Enrollment services and Provider Management services into the new MES functional modular approach. The Louisiana Office of Technology Services (OTS) owns the Enterprise Architecture (EA) for the MES that provides the interface capabilities to link the modules. The next MMIS functional component planned for transition to the MES is TPL services including management of traditional TPL cost avoidance and post payment recovery activities, and implementation and management of the Louisiana's Health Insurance Premium Payment Program (LaHIPP). This new TPL MES module is intended to replace the TPL system(s) and activities currently in place.

The Office of Technology Services (OTS) has established a unified, standards-based Enterprise Architecture (EA) framework. The EA framework was developed on behalf of the Louisiana Department of Health, but is envisioned to become the foundation for the statewide EA. The EA framework is composed of seven core components:

- Enterprise Service Bus (ESB)
- Master Data Management (MDM)
- Data Warehousing (DWH)
- Identity and Access Management (IAM)
- Electronic Document Management System (EDMS)
- Consumer Communications (CC)
- Business Rules Engine (BRE)

The long-term vision for the EA is for a technical infrastructure that will allow for efficient integration of additional information systems and data sharing.

1.2.3. Louisiana Health Insurance Premium Payment (LaHIPP) Program

Another component of TPL services is the LaHIPP Program, which is the program that subsidizes the cost of private health insurance when deemed cost effective by the State. When an individual is determined eligible for Medicaid but is also covered by an individual or employer-sponsored insurance policy, it may be more cost effective to pay the premium for the other insurance. Management of this program includes:

- Development and provision of web based capability to accept and process online applications;
- Administration of premium payments and related financial transactions;
- Internal and external reporting; and
- Performance of all administrative activities, including outreach, to run the program.

1.3. Goals and Objectives

LDH desires to meet, at a minimum, the following objectives by awarding a contract to provide TPL system(s) and services to a qualified vendor:

- Cost avoidance of expenditures associated with Medicare and Medicaid;
- Collecting and matching data for use in cost recovery and cost avoidance;
- Maximizing LDH Medicaid available funds by shifting medical costs to private insurers and exhausting all third party resources before utilizing Louisiana Medicaid funds; and
- Identifying new strategies, methodologies, and/or tools that would aid in or augment existing cost recovery and TPL administrative functions.

1.4. Term of Contract

The term of any contract resulting from this RFP shall begin on or near the date approximated in the Schedule of Events. LDH shall reserve the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

No contract/amendment shall be valid, nor shall the LDH be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the Contractor and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5. Definitions

| TERM | DEFINITION |
|--------|---|
| Agency | Louisiana Department of Health (LDH) |
| Agile | An umbrella term for a set of project management methodologies that helps teams provide quick responses to the unpredictable feedback they receive during a project. It creates opportunities to assess a project's |

| TERM | DEFINITION |
|--|--|
| | direction during the implementation and make necessary changes to support priority and value outcomes. Agile methodologies share an emphasis on small teams delivering incremental value with great frequency while working in close collaboration with the customer to adapt to changing requirements. |
| Business Day | Traditional workdays that are Monday, Tuesday, Wednesday, Thursday and Friday from 8 A.M. to 5 P.M. Central Time. Only Louisiana State holidays are excluded. |
| Calendar Day | All seven (7) days of the week. Unless otherwise specified, the term “days” in this RFP refers to calendar days. |
| Carrier | For the purposes of this RFP, any and all sources the Contractor may utilize to obtain other health insurance data. |
| Centers for Medicare and Medicaid Services (CMS) | The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children’s Health Insurance Program under Title XXI of the Social Security Act. |
| Churning Records | As defined by LDH, a process where TPL records present on the TPL Master Resource File are removed and added at a later date when the re-added record’s primary information does not indicate the policy is new or changed in any significant way from the original record. |
| Commercial Insurance (CI) | Any type of medical or health benefit not obtained from Medicare or Medicaid. The insurance may be employer-sponsored or privately purchased. |
| Contract | A legal binding agreement between the State and the awarded Contractor(s). |
| Contract Monitor | A person designated by LDH to be responsible for negotiating, administering and enforcing the terms and conditions of the contract. The contract monitor is LDH’s primary point of contact through which all information/communication pertaining to the contract shall flow between LDH and the Contractor. |
| Contractor | The selected Proposer awarded a contract to provide system(s) and services under this RFP . |
| Cost Avoidance | Cost avoidance requires the provider of services to bill and collect from liable third-parties before seeking payment from Medicaid. |
| Crowd-Out | When the presence of public insurance causes someone with private insurance to drop private insurance in lieu of public coverage. |
| Defense Enrollment Eligibility Reporting (DEERS) | A worldwide, computerized database of uniformed service members (sponsors), their family members and others who are eligible for military benefits. |
| Denial | A return of a claim from a carrier with an explanation that requires additional action by the Contractor. |
| Department or LDH | Louisiana Department of Health. |

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| TERM | DEFINITION |
|--------------------------|---|
| Discussions | For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP. |
| DOA | Division of Administration. |
| EA | Enterprise Architecture. |
| FFS | Fee for Service |
| Fiscal Agent (FA) | For the purposes of this RFP, a bank that acts on behalf of the State to perform the lockbox function. |
| Fiscal Intermediary (FI) | The private fiscal agent with which LDH contracts to operate the Medicaid Management Information System in processing the payment of claims to providers. |
| LaHIPP | Louisiana Health Insurance Premium Payment. |
| May and Can | The terms “may” and “can” denote an advisory or permissible action. |
| MES | Medicaid Enterprise System / designation replacing the term Medicaid Management Information System (MMIS) |
| Must | The term “must” denotes mandatory requirements. |
| Original | Denotes must be signed in ink. |
| OSP | Office of State Procurement. |
| OTS | Office of Technology Services. |
| Proposal | A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications. |
| Proposer | A firm or individual who responds to this RFP. |
| Redacted Proposal | The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes. |
| RFP | Request for Proposal. |
| SFY | (Louisiana) State Fiscal Year (July 1 to June 30) |
| Shall and Will | The terms “shall” and “will” denote mandatory requirements. |
| Should | The term “should” denotes a desirable action. |
| State | The State of Louisiana. |
| TPL | Third Party Liability. |
| TPL Master Resource File | Single consolidated reference of Louisiana Medicaid recipients with identified third party payers (commercial insurance and Medicare) for each recipient including coverage date(s). LDH owns the TPL Master Resource File. |

1.6. Schedule of Events

| EVENT | DATE |
|--|---|
| RFP advertised in newspapers and posted to LaPAC | March 20, 2020 |
| Pre-proposal conference Non-Mandatory | Date: April 3, 2020 Time: TBA Location: TBA |
| Deadline for receipt of written inquiries | April 17, 2020 5 p.m., Central Time |
| Deadline to answer written inquiries, on or about | May 1, 2020 |
| Deadline for receipt of proposals | May 15, 2020 4 p.m. Central Time |
| Presentations & Discussions (if applicable) Those Proposers reasonably susceptible of receiving an award will be selected to provide On Site presentations or demonstrations of services and/or products. | Date: TBA Time: TBA Location: TBA |
| Notice of Intent to award announcement, and 14-day protest period begins, on or about | TBA |
| Contract execution, on or about | TBA |

NOTE: The Department of Health reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7. Technical and Cost Proposals

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date and time specified.

Proposer shall submit

- One (1) Original (clearly marked “Original”) technical proposal and cost proposal hard copy (the Certification Statement must have original signature signed in ink);
- One (1) electronic copy (on USB flash drive) of the entire technical and cost proposal; and
- One (1) electronic copy (on USB flash drive) of its Redacted Technical and Cost Proposal, if applicable.
-

Proposer should submit:

- Six (6) hard copies of the technical proposal; and
- One (1) electronic copy (on USB flash drive) of the most recent two (2) years' financial statements, preferably audited.

At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

All electronic copies must be searchable. **The cost proposal and financial statements shall be submitted separately from the technical proposal;** however, for mailing purposes, all packages may be shipped in one container.

1.7.1. Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.7.2. Proposal Delivery

The proposal package must be delivered at the Proposer's expense to:

Tamara Manuel
RFP Coordinator
Louisiana Department of Health
628 N 4th Street, 6th Floor
Baton Rouge, LA 70802
(225) 342-3882

Proposers must label the package(s) containing the proposals as Sealed Proposal. See Attachment J. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Louisiana Department of Health physical location. The Louisiana Department of Health is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

1.8. Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation as described below. An item-by-item response to the Request for Proposals is requested. Emphasis should be on

simple, straightforward, and concise statements of the Proposer's ability to satisfy the requirements of the RFP. The proposal must describe in detail all services the proposed solution entails including, but not limited, to technology, staffing and any planned innovative processes.

1.8.1. Cover Letter

The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

1.8.2. Table of Contents

The proposal should be organized in the order contained below.

- A. Executive Summary
 - 1. Overall Qualifications and Timeliness
 - 2. Statement of Compliance
- B. Company Background, Experience, and Staffing
 - 1. Experience and Capability
 - 2. Organization
 - 3. History and Background
 - 4. Key Personnel & Proposed Staff Qualifications
- C. TPL Services
 - 1. Cost Avoidance
 - 2. Post Payment Recovery/ Health Insurance Billing and Recovery
 - 3. Coordination of Benefits Portal
 - 4. Crowd Out Reporting
 - 5. Come Behind Billing and Recovery
 - 6. Credit Balance Audit Process
 - 7. LaHIPP Services
- D. Administrative Services (Operations)
 - 1. Call Center
 - 2. TPL Provider Relations Services
 - 3. TPL Collections Lockbox

- E. Innovative Concepts
- F. Project Work Plan
- G. Louisiana Veteran and/or Hudson Initiative Programs Participation
- H. Additional Information
- I. Cost Proposal
- J. Certification Statement
- K. Outsourcing of Key Internal Controls

1.8.3. Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 180 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State's overall requirements in the timeframes set by the Department.

The executive summary should include a positive statement of compliance with the contract terms in *Attachment C. Sample Contract*. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the *Attachment C. Sample Contract* and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.8.3.1. Overall Qualifications and Timeliness

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

1.8.3.2. Statement of Compliance

Proposals should 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.

1.8.4. Company Background, Experience, and Staffing

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of the most recent two (2) years' financial statements, preferably audited.

The proposal should indicate the Proposer's firm has a record of prior successful experience in the 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.

Proposers should give at least two customer references for projects implemented in at least the last 24 months. References shall include the name, job title, email address and telephone number of each contact person. Explain what aspects of the contract are relevant to this RFP scope of work and identify how each contract ranks, in terms of relevancy, with respect to the other contracts identified in the proposal.

A statement of the Proposer's involvement in litigation that could affect this work must be included. If no such litigation exists, Proposer should so state.

The Proposer should also demonstrate its experience to execute the project using an Agile implementation methodology.

This section should specifically include the following information:

1.8.4.1. Experience and Capability

Address familiarity with all forms of Third Party Liability activities, including the federal regulations that govern TPL. Include related services provided to government entities.

1.8.4.2. Organization

This section should 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. This section should also contain a brief summary describing the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, and Distribution of Work, and Communication Systems.

- This section should include the following information:
 - Location of Administrative Office with Full Time Personnel. Include all office locations (address) with full time personnel;
 - Name and address of principal officer;
 - Name and address for purpose of issuing checks and/or drafts;
 - For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;
 - If out-of-state Proposer, give name and address of local representative (if none, so state);
 - If any of the Proposer's personnel named is a current or former Louisiana State employee, indicate the Agency where employed, position, title, and termination date;
 - If the Proposer was engaged by LDH 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);
 - Proposer's state and federal tax identification numbers; and

- Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships, or explanation if not applicable. (See Attachment A. Veteran/ Hudson Initiative)

1.8.4.3. Key Personnel and Proposed Staff Qualifications

Include a narrative describing proposed staffing to include their names, duties and level of responsibility for proposed key personnel such as Project Manager, Operations Manager, Quality Control Manager and Scrum Master. Identify roles designated as Key Personnel and percent of time each individual is dedicated to the project. State the lines of authority and duties, clearly define the roles of each key individual, and percent of onsite and offsite time.

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.

Job descriptions, including the percentage of time allocated to the project and the number of proposed personnel for each role should be included and should indicate minimum education, training, experience, special skills and other qualifications for each proposed staff position as well as specific job duties specific to the proposal. Job descriptions should indicate if the position will be filled by a sub-Contractor.

Résumés 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.

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.

1.8.5. Technical Approach

Proposals should define the Proposer's technical approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section 2 Scope of Work/ Services. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas below:

- Provide Proposer's understanding of the nature of the services and how its proposal will best meet the needs of the Department.
- Describe the approach to Agile Project Management and Quality Assurance.
- Describe the Proposer's experience with Agile methodologies (e.g. Scrum, Kanban, Lean, SAFe, etc.).

- Provide Proposer’s understanding of the CMS certification requirements for an MMIS functional module, and specifically how the proposed solution meets these requirements.
- Define the approach in providing the following services:
 - TPL Services
 - Administrative Services(Operations)
- Define the approach in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Provide any relevant information deemed appropriate for any proposed solution to include, at a minimum, the following components:
 - Description of how software meets the federal and State requirements for TPL and LaHIPP;
 - Discussion of functionality of the software;
 - Define approach to system and data security;
 - Identify areas of project risk and strategies to mitigate these risks;
 - Define the methodology to be used for system configuration;
 - Description of how the software converts and maintains base data from the current TPL Master Resource File and supports required reporting; and
 - Define strategy for application knowledge transfer to position the State to be self-sufficient after contract termination, if applicable.
- Development of a solution that utilizes each of the following components of the OTS Enterprise Architecture (EA). The EA is described in *Attachment H. Enterprise Architecture Integration Requirements*. EA will provide additional functionality to the system by re-using components so that these functional areas are not duplicated within the proposed solution. The following are EA components that are expected to be used with the proposed solution:
 - Enterprise Service Bus (ESB)
 - Identity Access Management (IAM)
 - Data Warehouse (DWH)
 - Electronic Document Management System (EDMS)
 - Master Data Management (MDM)
 - Consumer Communications (CC)
 - Business Rules Engine (BRE)
- All integration (real time, API, FTP, etc.) with the State’s or third party systems shall be orchestrated via the State’s Enterprise Architecture system, unless agreed to by both parties.
- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

1.8.6. Innovative Concepts

Proposer should include in their proposal innovative methods for providing the services as outlined in *Section 2. Scope of Work/Services*. Describe innovative approaches the Proposer uses to deliver projects and include examples of prior successes. Proposers are encouraged to include any additional deliverables that they consider a competitive advantage or innovation, including descriptions of the value these will bring to LDH. Deliverables above and beyond the minimum required will be considered by the scoring committee in the technical scoring. Proposer is also encouraged to provide alternatives to traditional TPL processes or methodologies, which may be noted within this RFP, which will increase productivity and efficiencies within LDH's current TPL practices. Said alternatives should be explained in detail and may be utilized in lieu of traditional methods with formal LDH approval.

1.8.7. Project Work Plan

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within *Section 2 Scope of Work/ Services*. In this section the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

- Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as approach to collaboration with the Department, as appropriate;
- Provide a strategic overview including all elements to be provided;
- Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of LDH, providers, and other stakeholders impacted by or dependent upon this RFP scope of work;
- Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery;
- Describe approach and strategy for Agile project oversight and management;
- Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality, accuracy, and timeliness of services provided;
- Demonstrate an understanding of and ability to implement data collection as needed;
- Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner;

- Articulate the ability to develop and implement an All Hazards Plan in the event of an emergency event;
- Identify all assumptions or constraints on tasks;
- Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period; and
- Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

Proposer shall clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution. The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

1.8.8. Louisiana Veteran and/or Hudson Initiatives

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

1. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
2. Proposer Status and Allotment of Reserved Points
 - i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
 - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
 - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship

- subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The formula for the Hudson/Veterans subcontractor calculation is: $(A/B) * C = D$ where A = the eligible subcontractor work; B = the estimated value of the three year contract being evaluated; C = the number of Hudson/Veterans reserved points; and D = points earned.

For purposes of this Hudson Veterans points calculation only, the estimated value of the three year contract used in the formula will be \$3,000,000.00 (three million dollars).

This is not a guarantee of awarded contract value and is for the Hudson/Veterans subcontractor score calculation purposes only.

This value is estimated solely for the purpose of providing a dollar amount of efforts from subcontractors for the Hudson/Veterans subcontractor proposal evaluation and is not a commitment to contract for this amount.

- v. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.
3. If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.
4. If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:
- i. Subcontractor's name;
 - ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
 - iii. A detailed description of the work to be performed; and
 - iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

5. If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the

subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

1.8.9. Additional Information

As an appendix to its proposal, Proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of Proposer's All Hazards Plan, if available.

1.8.10. Cost Proposal

The Proposer shall provide the cost for providing all services described in the RFP.

Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation and operations of all requirements in Section 2. Scope of Work/ Services. Proposers shall submit the cost proposal breakdown in the format provided in *Attachment F. Cost Worksheet* for each year of the contract to demonstrate how cost was determined. Proposers must complete a cost proposal in the provided template format to be considered for award. Failure to complete will result in the disqualification of the proposal.

1.8.11. Certification Statement

The Proposer must sign and submit an original *Attachment B. Certification Statement*.

1.8.12. Outsourcing of Key Internal Controls

Proposer shall provide information regarding the company's last security audit, to include a Statement on Auditing Standards No. 70 (SAS 70) or Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Cost of the audit shall be borne by the Proposer.

1.9. Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data, and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is rightfully in the Contractor's possession prior to starting the contract, is

independently developed by the Contractor outside the scope of the contract or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department.

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

1.10. Proposal Clarifications Prior to Submittal

1.10.1. Pre-proposal Conference

A Non-Mandatory pre-proposal conference will be held on the date and time listed in Section 1.6 Schedule of Events. Prospective Proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the Department in response to written questions will be stated in writing and signed by an authorized agent of the Department. Therefore, Proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link: www.ldh.louisiana.gov and at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

1.10.2. Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below. All communications relating to this RFP must be directed to the RFP Coordinator. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

Tamara Manuel
RFP Coordinator
Louisiana Department of Health
628 N. 4th Street – 6th floor
Baton Rouge, LA 70802
Email: tamara.manuel@LA.GOV
Phone: (225) 342-3882

LDH will consider written inquiries regarding the requirements of the RFP or Scope of Services 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 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 link:

<http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

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.

Only Tamara Manuel or her designee has the authority to officially respond to a Proposer's questions on behalf of LDH. Any communications from any other individuals shall not be binding to LDH.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is available at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under Vendor Center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.10.3. Procurement Library/Resources Available to Proposer

Relevant material related to this RFP will be posted at the following web address:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

1.10.4. Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.10.2 Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders,

vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or State Contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law. Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.11. Error and Omissions in Proposal

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.12. Changes, Addenda, Withdrawals

The Department reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.13. Withdrawal of Proposal

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

1.14. Waiver of Administrative Informalities

The Department shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.15. Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by LDH to award a contract or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

1.16. 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.

1.17. Cost of Offer Preparation

The Department shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Department. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or (3) in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.

1.18. Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in

payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by submitting the signed Attachment *B. Certification Statement* with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.19. Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The Proposer shall include with its proposal copies of audited financial statements for each of the last two (2) of years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project.

1.20. Use of Subcontractors

LDH 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, Proposer shall acknowledge in their proposal's total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall 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 shall also be required

for each subcontractor identified. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the Department, 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 Department.

For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

- The subcontractor(s) will provide a written commitment to accept all contract provisions; and
- The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

1.21. Written or Oral Discussions/Presentations

The Department at its sole discretion may require all Proposers who are reasonably susceptible of being selected for an award, to provide an on-site presentation and/or demonstration. On-site presentations/demonstrations will allow the selected Proposers to demonstrate their unique capability to provide the services requested in the RFP.

Proposers selected for on-site presentations/demonstrations should:

- Provide a strategic overview of services to be provided;
- Summarize major strengths;
- Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes; and
- If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.

The Department may adjust the Proposers' original scores based upon information received in the on-site presentations/demonstrations, using the original evaluation criteria.

1.22. Acceptance of Proposal Content

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

1.23. Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, and preparation of cost score data.

1.24. Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation team to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation to participate in BAFO will not obligate LDH to a commitment to enter into a contract.

1.25. Contract Award and Execution

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

The RFP, including any addenda added and the proposal of the selected Proposer shall become part of any contract initiated by the Department.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract provided in *Attachment C*. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) days, or if the selected Proposer fails to sign the final contract within fourteen (14) days of delivery, LDH may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.26. Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

The Department reserves the following rights to make an award, including but not limited to:

- To make an award without presentations by Proposers or further discussion of proposals received;
- To notify the successful Proposer and proceed immediately to negotiate terms for final contract; (Unsuccessful Proposers will be notified in writing accordingly.);
- To enter into a contract without further discussion of the proposal submitted based on the initial offers received; or

- To contract for all or a partial list of services offered in the proposal.

The proposals received (*except for that information appropriately designated as confidential in accordance with La. R.S. 44:3.2*), selection memorandum narrative justifying selection, along with list of criteria used and the weight assigned each criteria; and scores of each proposal considered along with overall scores of each proposal considered shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within *14 calendar days* after the agency issues a Notice of Intent to award has been announced.

The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

1.27. Right to Prohibit Award

In accordance with the provisions of Louisiana Revised Statute 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.28. Insurance Requirements for Contractors

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.

Note: The insurance coverage limits specified in this section are the minimum requirements.

1.28.1. Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount. The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers’ Compensation Insurance and General Liability Insurance. Certificates of Insurance fully executed by officers of the Insurance Company shall be filed with 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' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

1.28.2. Minimum Scope and Limits of Insurance

1.28.2.1. Workers Compensation

Workers Compensation insurance shall follow the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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.

1.28.2.2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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 are 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.

1.28.2.3. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance that covers professional errors, acts, or omissions of the Contractor, which shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under

this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.28.2.4. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

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.

1.28.2.5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$2,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.28.3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.28.4. Other Insurance Provisions

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

1.28.4.1. 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.

1.28.4.2. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when

applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.28.4.3. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.28.4.4. All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

1.28.5. Acceptability of Insurers

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.28.6. Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana
LDH BHSF, Its Officers, Agents, Employees and Volunteers
628 N. 4th Street
Baton Rouge, LA 70802
TPL Services RFP #3000011897

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

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

1.28.7. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.28.8. Workers Compensation Indemnity

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

1.29. Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of

the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.30. Payment

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Scope of Work/ Services, retained funds will be paid.

During the execution of tasks contained in the Scope of Work/ Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

- Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. These shall be reimbursed at the approved billable rate for that service as established from the Contractor's Proposal. These rates shall be used for the duration of the Contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

1.30.1. Electronic Vendor Payment Solutions

The Department desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see *Attachment E. Electronic Vendor Payment* for additional information regarding electronic payment methods and registration.

1.31. Termination

1.31.1. Termination of the Contract for Cause

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.31.2. Termination of the Contract for Convenience

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

1.31.3. Termination for Non-Appropriation of Funds

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.32. Assignment

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.

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal. All assignments must be approved of by the Department.

1.33. Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the

prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.34. Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.35. Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the Department and shall, upon request, be returned by the Contractor to the department, at the Contractor's expense, at termination or expiration of the contract.

1.36. Entire Agreement/ Order of Precedence

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, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.37. Contract Modifications

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

1.38. Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become

unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the Department's or Contractor's reasonable control, as the case may be, the Department or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in their proposal.

1.39. Governing Law

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

1.40. Claims or Controversies

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

1.41. Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract

1.42. Corporate Requirements

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

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

The Contractor must provide written assurance to the Department 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.

1.43. Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.44. Software and Ownership Rights

1.44.1. Software and Ownership Rights (45 CFR §95.617)

(a) General. The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.

(b) Federal license. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

(c) Proprietary software. Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

1.44.2. Intangible Property and Copyrights (45 CFR §75.322)

(a) Title to intangible property (see §75.2 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the HHS awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §75.320(e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The HHS awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401.

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

2. SCOPE OF WORK/SERVICES

The goal of this RFP is to select a Contractor to provide system(s) and services to manage the Louisiana Medicaid Third Party Liability (TPL) Module. This TPL Module will replace the current TPL activities and will connect to other modules through the State's Enterprise Architecture (reference *Attachment H. Enterprise Integration Requirements*).

Components of the TPL services include the provision of:

- System and services for cost avoidance and payment recovery;
- System and services to support the LaHIPP Program;
- System and services to support other recovery projects in accordance with Federal and State laws; and
- System and services meeting all other requirements of 42 CFR §433.138 and §433.139.

Casualty (trauma/tort), Estate, and Trust Recovery services are out of scope of this RFP. Contractor shall perform all other TPL functions/services required by 42 CFR §433.138 and §433.139, except to the extent expressly excluded herein.

The Contractor will employ an industry-proven agile methodology the Contractor has used in the delivery of at least one previous or on-going project of a similar size and scope. The goal is to increase overall project success by incrementally delivering end user value that allows customer feedback, **lessons learned and/or emerging requests**.

2.1. Third Party Liability Services

TPL activities for this RFP include: Cost Avoidance, Post Payment Recovery/ Health Insurance Billing and Recovery, Coordination of Benefits Portal, Crowd Out Reporting, Come Behind Billing and Recovery, Credit Balance Audit processing, and LaHIPP program.

2.1.1. Cost Avoidance

The Contractor shall develop and implement cost avoidance programs that avoid payment by Medicaid when other entities are liable. It includes the actions taken to avoid a claim payment when Medicaid should be the payor of last resort.

Contractor shall:

- Be responsible for building and maintaining a comprehensive TPL Master Resource File that contains other payor coverage that will be used to match with current Medicaid recipients;
- Propose a comprehensive TPL Master Resource File review and verification process that will be reviewed and approved by LDH;
- Be responsible for migrating TPL Master Resource File data from the current TPL Master Resource File; and
- Provide a comprehensive revalidation of all data included on the current TPL Master Resource File.

At a minimum, the Contractor shall establish links to the following data sources to populate the TPL Master Resource File:

- Defense Enrollment Eligibility Reporting System (DEERS) – The Contractor will conduct an annual electronic data match with the Defense Enrollment Eligibility Reporting System (DEERS) in accordance with the date and file formatting required by DEERS. The DEERS online data system shall be used in conjunction with the annual file.
- Department of Children and Family Services (DCFS) - Perform a monthly data match with support enforcement information system data in accordance with Centers for Medicare and Medicaid Services (CMS) regulations and LA R.S. 46:236.1.11.
- Social Security Administration (SSA) - Contractor shall receive from LDH the CMS Social Security Administration files on a schedule defined by LDH. The information received from the SSA files will be verified by the Contractor and returned to LDH within 45 days of receipt from LDH.
- Health Insurance Carriers - Obtain files from all health insurance carriers as required by La.R.S. 44:14 and conduct a data match with the LDH Medicaid enrollee file to identify and add or update third-party information on the TPL Master Resource File. The data match shall be performed on a schedule consistent with the same frequency in which the Contractor receives files from each carrier.

The Contractor shall:

- Provide a list of all carriers or Contractors with which it has agreements to obtain data from and the frequency in which each carrier provides files to said Contractor. The minimum frequency required for carrier file submission shall be defined in the work plan and approved by LDH.
- Act as LDH's agent in collecting data from carriers. Data requirements and file specifications will be provided to Contractor during project initiation.
- Update the TPL Master Resource File in the format provided by or on behalf of LDH. All additions, deletions, and changes including policy terminations for all third-party coverage shall be included in the file update. The file must be updated within thirty (30) calendar days from the date of the Contractor's receipt of the data. The Contractor shall maintain a record or change log of all modifications, updates, additions, or deletions, including the purpose of change, for five (5) years from the final contract payment. This change log shall be made available to the State for review upon request.
- Include as a part of their TPL Master Resource File submission any verified TPL information submitted to the Contractor by LDH, Providers, MCOs, or other LDH-approved sources within five (5) business days. Contractor shall be required to verify the validity of all data submitted directly to the Contractor by LDH, Providers, MCOs or other LDH approved sources.
- Not delete any records without prior approval from LDH.
- Develop and implement a process to ensure the TPL Master Resource File is complete and prevents the churning of records on the file.
- Successfully process all records included in the files delivered nightly by Secure File Transfer Protocol (SFTP) from the LDH MES system.

- Identify and verify third party insurance coverage for the Medicaid enrollees on the TPL Master Resource File within five (5) business days of receipt of the file delivered from LDH or its authorized representative.
- Successfully submit a nightly file to the LDH Fiscal Intermediary (FI) and any identified LDH partners containing any updates, changes, or additions to the TPL Master Resource File utilizing SFTP.
- Complete all additions and update requests that have been verified by the LDH FI within five (5) business days.
- Complete all emergency insurance update requests within four (4) business hours, with the exception of emergency requests which requires a carrier code change or addition. Emergency requests shall be defined as the inability of a Medicaid recipient to have a prescription filled or receive medical assistance from a provider because of incorrect TPL on the TPL Master Resource File or any other emergency as determined by LDH.
- Complete emergency requests requiring a carrier code change or addition within one (1) business day.
- Be responsible for reviewing, correcting and resubmitting any errors and rejected records as identified on file reject reports within five (5) business days.
- Perform carrier code updates and consolidations and any other requested file clean up as directed by LDH, including the following:
 - Notify LDH immediately of any carrier code additions and/or updates required to process the nightly TPL Master Resource File.
 - LDH reserves the right to direct the Contractor to amend or update its TPL Master Resource File report in accordance with the best interests of the State and at no cost to LDH.
 - Submit to LDH a weekly report of its TPL Master Resource File maintenance activities.
 - Generate and submit to LDH a cost avoidance file in order to electronically post insurance information to the MES.
 - Be required to comply with any file layout documents provided by or on behalf of LDH for any and all files transmitted by utilization of the SFTP process.

2.1.2. Post Payment Recovery/ Health Insurance Billing and Recovery

The Contractor shall develop and implement a Medicare and Other Third-Party Recovery Program, a cost-effective post payment recovery program to recover “pay and chase” Medicaid payments as well as any identified third parties liable for payments made by Medicaid on behalf of or to a recipient enrolled in Medicaid.

Contractor shall:

- Ensure that leads on potentially liable third parties generated from data matches are followed up on in all time frames as required by 42 CFR 433.138.

- Perform identification and collection activities for commercial insurance within sixty (60) calendar days of the receipt of the Medicaid Adjudicated Claims History File data, as mandated by Federal Regulation 42 CFR 433.139 Collection and Disposition of Recovered Funds.
- Actively pursue TPL recoveries for claims paid and adjudicated prior to TPL Master Resource File updates denoting current and retroactive health insurance coverage.
- Issue billings to carriers based on data match criteria in order to maximize recoveries.
- Pursue follow-up on outstanding accounts receivables within six (6) months after the Contractor's initial billings to carriers.
- Develop and implement a collections/recovery process for seeking maximum reimbursement from liable third-party health insurance carriers or directly from Medicaid providers for medical assistance provided under Title XIX or Title XXI for both FFS and Managed Care Organizations (MCO) recipients.
- Obtain copies of insured files from potential TPL sources and match the files to Medicaid files.
- Develop data match criteria which shall be submitted to LDH for review and approval.
- Perform data matches with other entities as directed by LDH.
- Submit to LDH a monthly report of its data matching activities. The data matching report format must be submitted to LDH for review and approval prior to the initial monthly report submission.
- Notify Medicaid providers of claims paid by Medicaid for which Medicare may have been liable and recoup any identified Medicaid overpayments.
- Generate and submit to LDH recoupment files and or accounts receivable /cash receipt forms as appropriate in order to recoup Medicaid overpayments.
- Generate and submit to LDH a quarterly report of all verified Medicare entitlement information it discovers that are not on file or incorrectly on file in the MES. The report content and format must be submitted to LDH for review and approval prior to the initial quarterly report submission.

LDH reserves the right to direct the Contractor to amend or update its Medicare entitlement report in accordance with the best interests of the State and at no cost to LDH.

2.1.3. Coordination of Benefits Portal

Within one hundred and twenty (120) calendar days of contract start date, the Contractor shall provide twenty-four months of insurance data obtained through data match agreements with insurance carriers for Louisiana residents to LDH for access via a secure web portal. The data must be searchable by beneficiary Social Security number and include the beneficiary's Date of Birth (DOB), when available. The data specifications shall be determined by collaboration between LDH and the Contractor and shall be an on-going process throughout the life of the contract.

Contractor shall provide and demonstrate a pilot for the web portal user access, data security, and search capability within 90 calendar days of contract start date. Full capability per contract requirements must be implemented no later than 120 calendar days from contract start date.

2.1.4. Crowd Out Reporting

Crowd out is defined as when the presence of public insurance causes someone with private insurance to drop their private insurance in lieu of public coverage.

Contractor shall provide data and reporting relative to crowd out in a format and with specified content as approved by LDH prior to first report submission. Reporting frequency and submission date(s) will be mutually determined by LDH and the Contractor.

The data match methodology used in running the crowd out reports must include an evaluation of TPL data for a period of 180 days prior to Medicaid enrollment.

2.1.5. Come Behind Billing and Recovery

Managed Care Organizations contracted with Louisiana Medicaid have three hundred sixty-five (365) calendar days from the date of service to collect from liable third parties. The “come behind” process is defined as collections performed for MCO enrollees after the three hundred sixty-five (365) calendar day period for MCOs to collect has elapsed.

The Contractor shall develop and implement a “come behind” billing and recovery program for LDH within ninety (90) days from contract start date.

2.1.6. Credit Balance Audit Process

The Contractor shall develop and implement an annual review process for Medicaid participating hospital and non-hospital providers for the purpose of identifying and recovering potential Medicaid overpayments on behalf of FFS patients by means of an amnesty process through provider self-reviews.

2.1.7. Louisiana’s Health Insurance Premium Payment Program (LaHIPP)

LaHIPP is a Louisiana Medicaid Health Insurance Premium Payment program that subsidizes the cost of private health insurance when deemed cost effective by the State.

Contractor shall provide and administer a comprehensive solution for operations of the LaHIPP Program including:

- Provide an automated application system and process within 180 calendar days from contract start date for individuals to apply for LaHIPP services that will replace the current paper application process. The system design and proposed process must be approved by LDH prior to system development and implementation. LDH reserves the right to conduct testing prior to operational implementation;
- Identify eligible LaHIPP cases by performing a cost-effectiveness analysis. If payment of the policy premiums is determined to be cost-effective, establish the LaHIPP case;
- Identify and perform outreach to potential LaHIPP clients as directed by LDH or their representative;

- Develop LaHIPP information and educational materials to be distributed to stakeholders such as recipients, employers, providers, insurers, and LDH staff as approved by LDH;
- Update, maintain and store all data needed for program administration and quality monitoring activities;
- Submit all LaHIPP reports to LDH using content and format as approved by LDH prior to the initial formal submission;
- Perform monthly reconciliation of LaHIPP payment data from the Contractor's approved LaHIPP case management system to LDH systems. Reconciliation should include outstanding payments, voids, stop payments, reissues, stale dated checks and cleared payments;
- Submit annual report no later than Aug 31 of each State Fiscal Year during the term of this contract that includes a statistical analysis of the estimated cost savings associated with the LaHIPP program, using a methodology reviewed with and approved by LDH;
- Track cost-effective cases monthly to confirm continued Medicaid eligibility in the LDH eligibility and enrollment system (LaMEDS) prior to issuing premium reimbursement;
- Review active cases annually to confirm continued cost-effectiveness as approved by LDH and send notice to recipient of LaHIPP program termination, where appropriate;
- Track and report all inquiries and contacts, including phone, email, webchat, correspondence, and any other communication method utilized by Contractor;
- Provide LDH access for online retrieval of all information regarding the call, including but not limited to:
 - Date and time of call
 - Nature of the call
 - Detailed response and information provided
 - Call center agent ID
 - Recipient/ Client name
 - Employer name
 - Insurance carrier name and policy number
- Issue LaHIPP check writes monthly on a schedule agreed to by LDH; and
- Accurately generate LaHIPP payments to the correct payee 99% of the time per check write.

2.2. Administrative Activities (Operations)

2.2.1. Call Center

Contractor shall:

- Provide, maintain and operate a dedicated toll-free hotline/call center/ TPL verification unit;
- Sufficiently staff the call center to fulfill the contract requirements related to Medicaid recovery, cost avoidance, file maintenance, and LaHIPP;
- Respond within one (1) business day to recipient, provider, attorney, employer and insurance carrier questions, inquire and resolve TPL concerns for the LDH Medicaid programs;
- Maintain call center operations Monday through Friday, 8:00 A.M. – 5:00 P.M. Central Time, excluding Louisiana State holidays;

- Provide reports that fully describe the day-to-day operations of the call center. The reports will be developed by the Contractor in accordance with contract requirements and approved by LDH prior to execution;
- Provide weekly call activity reports with detailed and summary data in a format as approved by LDH. Weekly reports are due on the second business day for the prior calendar week;
- Provide monthly call activity reports with detailed and summary data in a format as approved by LDH. Monthly reports are due on the fifth business day for the prior calendar month; and
- Establish process to provide ad hoc reports to LDH, upon request, within mutually agreed upon timeframe.

All report formats and content must be approved by LDH prior to the initial report submission.

2.2.2. TPL Provider Relations Services

Contractor must:

- Provide for secure, web-based access to claim information for all providers, within ninety (90) calendar days of contract execution, in order to fulfill the requirements of La. R.S. 46:446.6. Information on these requirements will be made available in the procurement library. For each Medicaid reclamation claim paid by a health insurer, provide claim identifying information (control number, patient account number), comprehensive insurance billing data, payment information, and posting date of payment;
- Provide electronic notification to providers when payment updates are available and host data on a web server for a minimum of sixty (60) calendar days after notification to the provider;
- Provide for submission of online extension requests for claims for which the provider must bill and must provide a module for providers to review the status of submitted inquiries with regard to recovery projects within the web portal;
- Develop and implement a TPL and LaHIPP provider training curriculum within ninety (90) calendar days of contract execution; and
- Maintain an adequately staffed provider inquiry line Monday through Friday, 8:00 A.M.-5:00 P.M. Central Time, excluding Louisiana State holidays.

2.2.3. TPL Collections Lockbox

The Contractor shall:

- Ensure that the liable third parties shall submit payment to LDH. All collections shall be handled through LDH's Fiscal Agent (FA) by utilizing a secure deposit system, a digital "lockbox". An LDH approved lockbox collection system must be established and operational within 60 calendar days of contract start;
- Be responsible for the payment of all costs associated with the establishment and operation of the lockbox;

- Request that the FA provide images of all checks, remittance notices, and any other information sent by the third parties to the FA. Copies of said checks and remittance notices must be made available to LDH upon request at no cost to LDH; and
- Provide a monthly list of all checks received from the FA by electronic file in a format specified by LDH. LDH's fiscal section will reconcile the information provided by the Contractor to the deposits made into the secure deposit system, add a Payment Information Voucher (PIV) number to the file, and return said file to the Contractor.

Any reconciliation differences must be resolved within thirty (30) days of receipt by the Contractor of the returned file. In instance of reconciliation differences, LDH's fiscal section and the Contractor shall discuss and come to an agreement on the best method to resolve the differences. The Contractor is responsible for including the PIV number with the other related data in the adjustment file submitted by the Contractor to LDH's FA.

- Notify LDH of any refunds due to carriers or providers when a refund is due. The Contractor shall assure that the refunded amount is credited on the next invoice submitted to LDH;
- Monitor and evaluate the recovery process and shall identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of status reporting or other formats deemed necessary by LDH;
- Meet with LDH on a regular basis, or at least monthly, as determined by mutual agreement between the Contract Monitor and the Contractor; and
- Provide daily, weekly and monthly reports on lockbox activity using format and content approved in advance by LDH prior to first formal report submission.

2.3. Deliverables

As part of the implementation activities, the Contractor should provide at a minimum, the following:

2.3.1. Work Plan

The Contractor shall develop a Work Plan for all deliverables noted herein within 30 calendar days from the date of execution of the contract. The Work Plan shall employ an iteration-based construct in support of the Agile implementation methodology. At a minimum the final work plan shall include:

- Tasks associated with the Contractor's establishment of a "project office" or similar organization with which the vendor shall manage TPL activities;
- Itemization of activities that the Contractor shall undertake during the period between contract award and the implementation date. These activities shall have established deadlines and timeframes and as needed conform to the timelines established in this RFP;
- Identification of staff that shall be responsible for each activity;
- Identification of interdependencies between activities in the plan; and
- Identification of the defined roles and responsibilities for project stakeholders including Contractor staff, LDH staff, and OTS.

The final work plan shall be based upon the draft work plan that shall be submitted by the Contractor with its response to this RFP. Finalization of the work plan shall be coordinated with LDH to ensure readiness to complete the required activities by the dates specified in this RFP and resulting Contract.

Amendments or changes to the plan shall be the responsibility of the Contractor.

The plan shall include a schedule for all projects which will define estimated time frames for startup and timing of deliverables.

2.3.2. Quality Assurance Plan

The Contractor shall provide a quality assurance plan that addresses the company's program to include, but not limited to, inspections, submittal reviews, corrections of non-compliant work, and how the company addresses quality control failures and timely adjudication to include measures to assure non-reoccurrence.

The State will also have its own Quality Control team and this portion is intended to address how the Proposer(s) intends to self-correct and work with the State when defects and non-compliant work is detected by quality control measures. Proposer(s) should understand that processes to meet automated monitoring requirements will ultimately need approval by the State Quality Control team.

2.3.3. Risk Management Plan

The Contractor shall develop and submit a final risk management plan to LDH within sixty (60) calendar days from the date of execution of the contract. The final risk management plan is to be approved by LDH prior to implementation by the Contractor and shall, at a minimum, address any potential implementation risks including but not limited to the following:

- Delays in building the appropriate organization, inclusive of delays in hiring and training staff required to operate contract components resulting from this RFP;
- Delays in construction and or acquisition of office space and the delivery of office equipment for staff required to operate contract components resulting from this RFP;
- Delays in receipt of data from carriers, LDH and or its Agents;
- A problem with the call center required for interacting with attorneys, providers, carriers, recipients, etc.; and
- Problems with systems required for carrying out the requirements of the contract resulting from this RFP.

For each scenario identified, the risk management plan shall include at a minimum the following:

- Risk identification and mitigation strategies;
- Implementation plans for the identified risk mitigation strategies; and
- Monitoring and tracking tools.

The final risk management plan shall be based upon the draft risk management plan that shall be submitted by the Contractor with its response to this RFP and shall be submitted within 60 days of contract start.

The Contractor shall maintain and update the risk management plan as required by LDH.

2.3.4. All Hazards Plan

The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke an All Hazards Plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters.

The All Hazards Plan shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment. The practice of including both the DRP and the BCP in the All Hazards planning process is a best practice.

The Contractor shall have an LDH approved All Hazards Plan no later than 30 days from the date the Contract is signed.

At a minimum, the All Hazards Plan shall address the following scenarios:

- The central computer installation and resident software are destroyed or damaged;
- The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transaction that are active in a live system at the time of the outage; and
- System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system;
- System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the System, such as it causes unscheduled System unavailability.

The All Hazards Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.

The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions. In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required

to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.

2.3.5. Transition Plan

This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination. The Contractor shall provide full support and assistance in the transition of operations to LDH or to a successor Contractor in order to minimize any disruption of services covered under the resulting contract of this RFP.

The Contractor must:

- Within 60 days of the contract start date, deliver a transition/takeover plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that LDH, at its sole discretion feels is necessary to effect a smooth transition to the successor Contractor;
- Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, policies and procedures. The training will utilize current and complete documentation, instruction materials and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for key successor Contractor personnel as deemed necessary by LDH;
- Perform a comprehensive assessment of all documentation. This documentation assessment will be completed and delivered to LDH annually with a final comprehensive assessment completed no later than six (6) months before the end of the contract term. The purpose of the review will be to assess whether the documentation accurately and completely reflects existing LDH procedures and meets all documentation requirements. The Contractor will update any documentation which is not accurate, complete and in accordance with these requirements annually with a final comprehensive assessment completed no later than six (6) months prior to the end of the contract term;
- Transfer the Contractor's records and associated records to the successor Contractor or to LDH. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The transfer will be completed within ten (10) calendar days after receiving a request from LDH; and
- Transfer all software, files, programs, source code and documentation in an electronic format to the successor within ten (10) calendar days of receiving a request from LDH.

The transition/takeover plan must be adhered to within thirty (30) days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

2.3.6. Project Reporting

The Contractor shall work with LDH and agree to the required timelines for the delivery of all reporting requirements. Although LDH has indicated the reports that are required, the Contractor may suggest additional reports. LDH also reserves the right to require additional reports beyond what is included in this document. If LDH requests additional reports, the Contractor shall be required to provide those reports within forty-five (45) business days of LDH's request. All report contents and formats must be approved by LDH and are not considered final until LDH approval has been formally received.

The following reports, at a minimum, shall be delivered on a monthly basis to LDH in a format approved by LDH.

- Monthly Project Status Report shall provide an executive overview of all project activities and recoveries.
- Billing Report shall list all billings to carriers based on data match criteria to maximize recoveries. The Contractor shall provide access to all billing data upon request by LDH in a format and time frame as determined by the Department.
- Monthly Carrier Report shall provide a recap of all carrier activity for the month. Such report may contain schedule of data files provided, claims processing issues or other items impacting data matching and claims adjudication.
- Call Center Activity Report shall provide a recap of the call center's monthly activity.
- Denials Received – Duplicate Payment Request shall provide a list of all claims denied due to the payment already being made by the carrier for the claim.

The Contractor shall provide supporting documentation for all invoices submitted in accordance with LDH's requirements. Contractor's contingency fee will only be paid on amounts collected after the various types of adjustment files have been processed by LDH's FI.

Contractor shall prepare a quarterly Accounts Receivable Report to be produced in accordance with requirements provide by LDH.

2.4. Technical Requirements

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

- The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.

- The Contractor shall adhere to State and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164).
- Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All Contractor utilized computers and devices must:
 - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - Have encryption protection enabled at the Operating System level

2.5. Off Site Storage and Remote Back-up

The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.

The data back-up policy and procedures shall include, but not be limited to:

- Descriptions of the controls for back-up processing, including how frequently back-ups occur;
- Documented back-up procedures;
- The location of data that has been backed up (off-site and on-site, whether physical or if through a backup service like AWS/Microsoft Cloud, etc., as applicable);
- Identification and description of what is being backed up as part of the back-up plan;
- Any change in back-up procedures in relation to the Contractor's technology changes; and
- A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.

The Contractor shall adhere to all applicable published State security policies, which may be located at <http://www.doa.la.gov/Pages/OTS/InformationSecurity.aspx>.

2.6. Project Requirements

2.6.1. LDH Requirements

LDH will provide the following staffing

- Project Manager
- Business Owner
- Product Owner
- UAT Testers

LDH will:

- Provide standards to connect to the Enterprise Architecture managed by the Office of Technology Services (OTS);
- Act as coordinator and primary Point of Contact between the Contractor, the LDH Fiscal Intermediary, and the Office of Technology Services (OTS);
- Provide information to support the Contractor required activities, including but not limited to, the following:
 - Access to support enforcement data in a format and medium determined by DCFS and Contractor;
 - Access to SSA information in a format and medium determined by LDH and Contractor;
 - Access to Louisiana Medicaid Management Information Systems (LMMIS) and to any files which LDH determines necessary for the fulfillment of the contract; and
 - Access to the Louisiana Title XIX State Plan, including amendments hereto as published, and copies of administrative regulations, as necessary, under which the Louisiana Title XIX State Plan is to be operated.
- Provide copies of the Medicaid enrollee file, the TPL Master Resource File, the provider file, and the adjudicated claims history file on, at a minimum, a monthly basis through LDH's Fiscal Intermediary (FI);
- Provide (until such time as the Contractor assumes these responsibilities) a quarterly SFTP file of the FI's Medicare monthly void/adjustment data. Medicare recovery data will be coordinated by LDH to ensure non-duplication and timely filing assurance;
- Provide TPL Carrier Code listing (currently available on LDH's Medicaid website);
- Provide, in writing, the name and title of each individual, with the scope of authority of such individual, authorized to act for the State regarding this contract; and
- Coordinate with the Contractor to develop a report delivery schedule listing the time and location of deliver of reports to be produced by the Contractor. Such schedule will be used to determine whether or not penalties for late reports are to be assessed.

LDH will provide written approval or rejection of replacement of the Contractor's staff within forty-five (45) calendar days from the date of notification to LDH of the proposed change. LDH may request personnel changes of the Contractor's staff at any time that the State deems it necessary.

LDH will assure that State personnel are available for consultation in the specifications of the award of this contract.

2.6.2. Outcomes Based Certification

LDH is partnering with CMS through a pilot project to develop the standards for Outcomes Based Certification of individual modules, including this TPL Module.

Additional information regarding outcomes based certification standards will be provided following contract award.

2.7. Proposal Evaluation

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

2.8. Evaluation Criteria and Assigned Points

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Scoring will be based on a possible total 100 points and the proposal with the highest total score will be recommended for award.

The evaluation scoring will be conducted according to the evaluation criteria and maximum point allocation shown in the table below:

| Evaluation Criteria | Maximum Evaluation Criteria Points | Maximum Category Points |
|--|---|--|
| TECHNICAL | | 63 |
| Executive Summary <ul style="list-style-type: none">• Overall Qualifications and Timeliness• Statement of Compliance | 1 1 | 2 |
| Company Background, Experience, and Staffing <ul style="list-style-type: none">• Experience and Capability• Organization• History and Background• Key Personnel and Proposed Staff Qualifications | 6 3 3 5 | 17 |
| Technical Approach <ul style="list-style-type: none">• TPL Services• LaHIPP Services• Administrative Services | 8 8 8 | 24 |
| Innovative Concepts | 5 | 5 |
| Project Work Plan | 15 | 15 |

| | | |
|--|--|------------|
| LOUISIANA VETERAN/ HUDSON INITIATIVES | | 12 |
| Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> Up to 10 points available for Hudson-certified Proposers Up to 12 points available for Veteran-certified Proposers (If no Veteran-certified Proposers, those two points are not awarded) | 12 | |
| COST | | 25 |
| Cost Proposal <ul style="list-style-type: none"> Post Payment Recovery/Health Insurance Bill & Recovery Services Contingency Rate Hospital & Non-Hospital Credit Balance Audit Review Contingency Rate Come Behind Billing & Recovery Combined Proposed Annual Cost <ul style="list-style-type: none"> Eligibility Coordination of Benefits Portal Crowd Out Reporting LaHIPP Program Administration TPL Master Resource File Maintenance | <div>5</div> <div>5</div> <div>5</div> <div>10</div> | |
| MAXIMUM POSSIBLE TOTAL SCORE | 100 | 100 |

Technical Evaluations will be conducted by an Evaluation Team. Proposer must receive a minimum score of 32 points of the total available points in the technical categories of Executive summary, company background, experience, staffing, technical approach, innovative concepts and project work plan. to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored following the technical evaluation. Refer to *Attachment A. Louisiana Veteran/Hudson Initiative Programs*.

The lowest cost proposal will receive 100% of the available points for the cost component being scored. Remaining proposals for each component will receive points based on the application of the applicable formulas:

3. Come Behind Billing and Recovery

$$CCS = (LPC/PC) * 5$$

4. Combined Proposed Annual Cost

Combined Proposed Annual Cost is a total of the annual costs for Eligibility Coordination of Benefits Portal, Crowd Out Reporting, LaHIPP Program Administration and TPL Master Resource File Maintenance as specified in the Cost Worksheet Attachment F.

$$CCS = (LPC/PC) * 10$$

CCS= Computed Cost Score (points) for Proposer being evaluated

LPC = Lowest Proposal Annual Cost/Contingency Fee Percentage of all Proposers

PC = Proposal Being Evaluated Annual Cost/Percentage

The assignment of the 25 points based on the above formulas will be calculated by a member of the Evaluation Team. Scores for the four cost components will be added together to determine the total cost proposal score.

2.9. PERFORMANCE STANDARDS

2.9.1. Performance Monitoring

The Department will monitor and measure the performance of the Contractor by:

- Assuring that all State and federal regulations are promptly and appropriately implemented;
- Assuring that the recovered funds balance with the invoice and authorizing the disposition of the associated funds which correspond to the appropriate Medicaid expenditures;
- Reviewing and ensuring the accuracy of invoices and authorizing invoice payment;
- Providing access to any and all systems or files which the Department determines necessary for the fulfillment of contractual requirements;
- Participating with the Contractor in developing a report delivery schedule listing the time and location of delivery of reports produced by the Contractor. Such schedule will be used to determine whether or not penalties for late reports are to be assessed; and
- Providing review for approval or rejection of any replacement of Contractor staff within forty-five (45) calendar days of notification to the Department of such proposed change. The Department may request any Contractor personnel changes at any time that it deems necessary with regard to this contract.

2.9.2. Performance Measurement

The Department will measure performance with Service Level Agreements (SLAs) and determine whether to reward the Contractor with incentive or penalize the Contractor with Liquidated Damages based on their performance.

2.9.3. Performance Incentives

The Department will consider proposals from the Proposer for financial performance incentives specific to increasing year-over-year pay and chase and cost recovery balances by specific percentages. The Department is not obligated to include performance incentives in any negotiated contract awarded for this RFP. Proposer is encouraged to show cost benefit to the State in any innovative approaches. Proposer is not required to submit performance incentive approach(es). If none, so state.

2.9.4. Service Level Agreements/ Liquidated Damages

In addition to the specific SLAs noted in the table below, the Department will require the following comprehensive SLA that will be applicable to all contract requirements:

- The Contractor shall report to the Department within 24 hours of identifying any anomaly to its systems or processes that disrupts or changes the flow of work or impacts the contract in any way.

| Activity | Requirement | Service Level Agreements | Liquidated Damages |
|---------------------|---|---|---|
| TPL Services | | | |
| Cost Avoidance | Cost Avoidance Program(s) <ul style="list-style-type: none"> • Build TPL Master Resource File with other payor coverage • Maintain TPL Master Resource File | <ul style="list-style-type: none"> • The Contractor shall include as a part of their TPL Master Resource File submission any verified TPL information submitted to the Contractor by LDH, Providers, MCOs, or other LDH approved sources within five (5) business days. Contractor shall be required to verify the validity of all data submitted directly to the Contractor by LDH, Providers, MCOs or other LDH approved sources. • Identify and verify third party insurance coverage for these Medicaid enrollees within five (5) business days of receipt of the file delivered from LDH; • Successfully submit nightly files to LDH's FI and any identified LDH partners containing any updates, changes or additions to the TPL Master Resource File utilizing SFTPs. • Complete all verified additions and update requests within five (5) business days. • Complete all emergency insurance update requests within four (4) business hours, with the exception of emergency requests which requires a carrier code change or addition. • Complete emergency requests requiring a carrier code change or addition within one (1) business day. Emergency requests shall be defined as the inability of a Medicaid recipient to have a | A five hundred dollar (\$500) per occurrence charge to the Contractor may be imposed for each missed file submission or receipt deadline. |

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| Activity | Requirement | Service Level Agreements | Liquidated Damages |
|---|---|---|--|
| | | prescription filled or receive medical assistance from a provider because of incorrect TPL on the TPL Master Resource File or any emergency as determined by LDH. | |
| Crowd Out Reporting | Reporting private insurance migration to public coverage. | Contractor shall submit reports in accordance with State requirements, and/or as agreed upon during contract negotiations with LDH. | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed per report for each day after the report due date until the report is received and approved by LDH. |
| Credit Balance Audit | Create and manage a review process for annual review of self-reported overpayments from hospitals and non-hospitals. | Contractor shall submit reports in accordance with State requirements, and/or as agreed upon during contract negotiations with LDH. | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed per report for each day after the report due date until the report is received and approved by LDH. |
| Eligibility Coordination of Benefits Portal | Provide a searchable database via web portal for the life of the contract based on specifications and on a cadence approved by LDH. | Within ninety (90) calendar days of contract start date, Contractor shall provide and maintain 24 months of searchable data via web portal. <ul style="list-style-type: none"> Pilot w/in 90 days Full implementation w/in 120 days | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed for each day for either the pilot or full implementation until portal is determined accepted by LDH. |
| LaHIPP | | | |
| LaHIPP | Automated application system and process | Within one hundred eighty (180) calendar days of contract start, Contractor shall provide and maintain an on-line, automated application system and process. | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed for each day after the automated application and process until the automated application and process is determined accepted by LDH. |
| LaHIPP | Outreach | Prospective activity calendar and the post-reporting of activities | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed per report for each day after the report due date until the report is received and approved by LDH. |

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| Activity | Requirement | Service Level Agreements | Liquidated Damages |
|---|---|---|--|
| LaHIPP | Reporting – Annual report of estimated cost savings. | Contractor shall submit reports in accordance with State requirements, and/or as agreed upon during contract negotiations with LDH. | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed per report for each day after the report due date until the report is received and approved by LDH. |
| LaHIPP | Reimburse LaHIPP payments – | Contractor shall accurately reimburse LaHIPP payments to the correct payee and in the correct amount 99.00% of the time for each check write. | A \$2,500 charge may be assessed for each check write event with an error rate above 1.00%. |
| Administrative Activities (Operations) | | | |
| Call Center | Staff a call center from 8 – 5, M – F, to support TPL and LaHIPP | Within one hundred eighty (180) calendar days of contract execution, Contractor shall provide and maintain a call center with sufficient staff. | A five thousand dollar (\$5,000) charge per business day may be imposed for each day the call center is not open and available. An event lasting less than one business day (9 consecutive hours) will be assessed in increments of 60 minutes or less. |
| Call Center | Provide reporting for day-to-day call center operations | Contractor shall submit reports in accordance with State requirements, and/or as agreed upon during contract negotiations with LDH. | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed per report for each day after the report due date until the report is received and approved by LDH. |
| Secure Deposit System (TPL) | Initiate and manage a lockbox type solution. | Within sixty (60) calendar days of contract start, Contractor shall provide and maintain a digital “lockbox” | Failure to meet the deadline for implementation of the Secure Deposit System may result in a \$5,000 charge per day until the lockbox is available. |
| Implementation Work | Management deliverables: <ul style="list-style-type: none"> • Work Plan • QA Plan • Risk Management Plan • All Hazards Plan • Transition Plan • Reporting as agreed to by LDH | Contractor shall submit management deliverables in accordance with State requirements, and/or as agreed upon during contract negotiations with LDH. | A one thousand dollar (\$1,000) per business day charge to the Contractor may be imposed per deliverable for each day after the deliverable due date until the deliverable is received and approved by LDH.. |

2.10. Louisiana Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

Attachment A: Louisiana Veteran/ Hudson Initiative Programs

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) And Louisiana Initiative For Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

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The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE

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Attachment B: Certification Statement

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

The State requests that the Proposer designate one person as Official Contact 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.

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

- 1) The information contained in its response to this RFP is accurate;
- 2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
- 3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- 4) Proposer's technical and cost proposals are valid for 180 calendar days from the date of Proposer's signature below;
- 5) Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar 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 <https://www.sam.gov>).
- 7) Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
- 8) Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
- 9) In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or take any other action intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting action. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
- 10) Proposer certifies that the cost submitted was independently arrived at without collusion.

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Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

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Attachment C: Sample Contract (LDH-CF1) Rev. 2019-08-07

LDH - CF - 1
Revised: 2019-08-07

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

LAGOV:

LDH:

Agency Name:

Agency #

AND

FOR

☐ Personal Service ☐ Professional Service ☐ Consulting Services ☐ Social Services ☐ Governmental (State/Agency) ☐ Governmental (Local)

RFP NUMBER (if applicable):

| | | |
|--|---|--|
| 1) Contractor (Registered Legal Name) | 5) Federal Employer Tax ID# <input type="text"/> | State LDR Account # <input type="text"/> |
| 2) Street Address | 6) Parish(es) Served <input type="text"/> | Choose Parishes... <input type="text"/> |
| City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/> | 7) License or Certification # <input type="text"/> | |
| 3) Telephone Number <input type="text"/> | 8) Contractor Status | |
| 4) Mailing Address (if different) <input type="text"/> | Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/> | 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 | |
| | 8a) CFDA#(Federal Grant #) <input type="text"/> | |
| 9) Brief Description Of Services To Be Provided: | | |
| <div style="border: 1px solid black; height: 100px;"></div> | | |
| 10) Effective Date <input type="text"/> | 11) Termination Date <input type="text"/> | |
| 12) Maximum Contract Amount <input type="text"/> | | |
| 13) Estimated Amounts by Fiscal Year | <input type="text"/> | |

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14) Terms of Payment

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

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

PAYMENT WILL BE MADE
ONLY UPON APPROVAL OF:

| | | |
|------------|--------------|--|
| First Name | Last Name | |
| | | |
| Title | Phone Number | |
| | | |

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



Reset

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

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

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

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

2. Confidentiality: Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)

3. Auditors: The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five-year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours. Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.

4. Record Retention: Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.

5. Record Ownership: All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.

6. Nonassignability: Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.

7. Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.

8. Insurance: Contractor shall obtain and maintain during the contract term all necessary insurance including

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automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.

10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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

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

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.

15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.

16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any

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other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. State and Federal Funding Requirements: Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract. If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following: Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112. Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113. Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303. Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326. Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:

- oElectronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
- oEnsuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

18. Amendments: Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. Non-Infringement: Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.

20. Purchased Equipment: Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

21. Indemnity: Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

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22. Severability: Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

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23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.

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36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

37. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

38. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

Double click on document to complete

Revised: 2019-08-07

LDH CF-1 (Page 5)

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.

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| STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH |
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| Secretary, Louisiana Department of Health or Designee | |
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Attachment D: HIPAA Business Associate Addendum (Revised 2016-06)

Rev. 06/2016

HIPAA Business Associate Addendum

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

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

Attachment E: Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from State agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically.

Additional information and an enrollment form is available at:

<http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

Double click on document to complete

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

| PAYMENT TYPE | WILL ACCEPT | ALREADY ENROLLED |
|--------------|-------------|------------------|
| LaCarte | | |
| EFT | | |

Printed Name of Authorized Individual

Authorized Signature for Payment Type Chosen

Date

Authorized Individual Email Address _____

Authorized Individual Phone number _____

Double click on document to complete

Attachment F: Cost Worksheet

Proposers must complete the Cost Worksheet to be considered for award. Failure to complete the Cost Worksheet will result in the proposal being disqualified from consideration. Proposals will be scored following the methodology stated in Cost Evaluation and Evaluation Criteria.

The worksheet shall include all anticipated costs of successful implementation of deliverables outlined in the RFP.

Proposers shall provide firm fixed rate (percentage amount per activity covering all years of the contract.

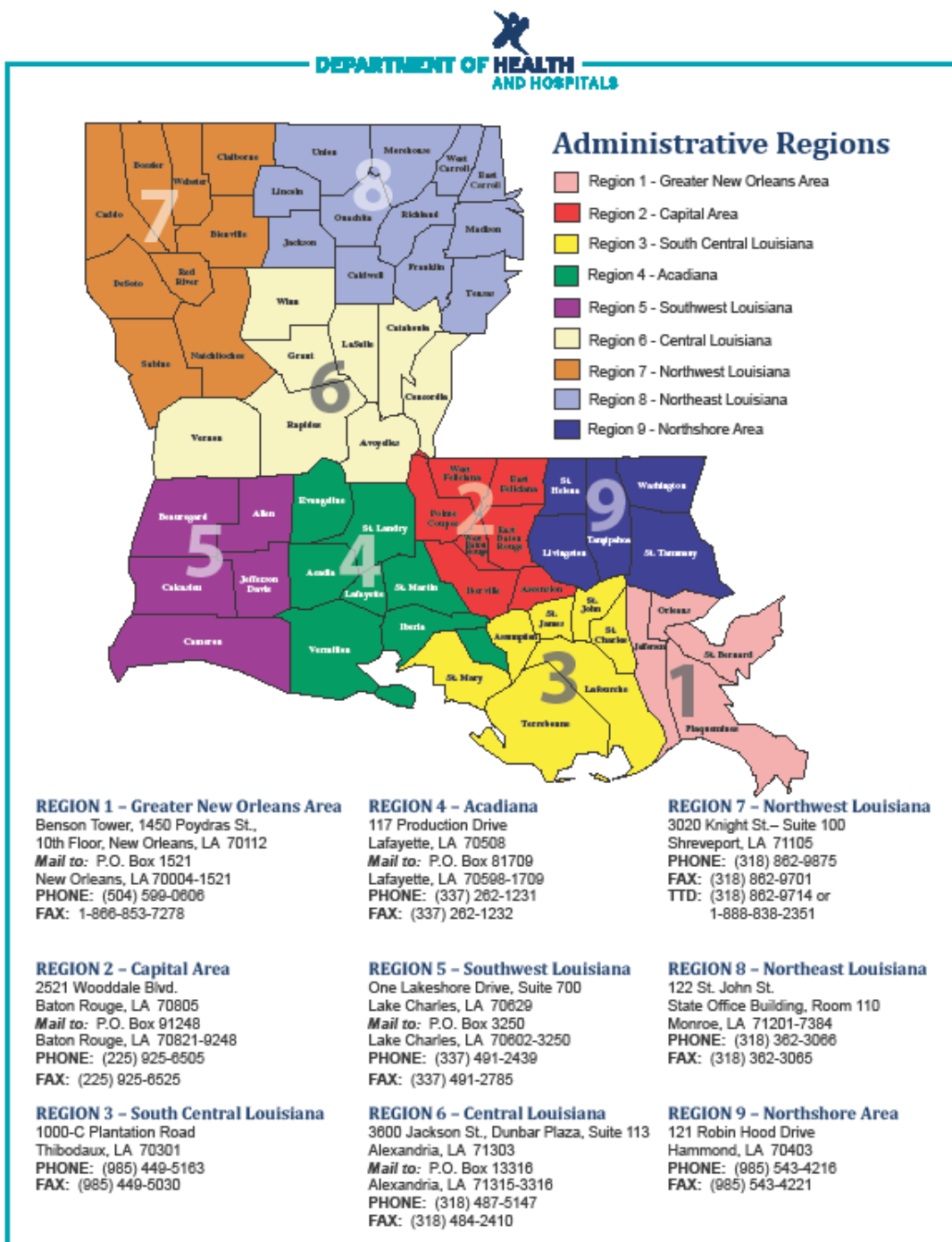
| CONTINGENCY RATE | |
|---|-----------------------------------|
| Activity | Firm Fixed Rate for Contract Term |
| Post Pay Recovery/ Health Insurance Bill & Recovery Services Contingency Rate | % |
| Hospital & Non-Hospital Credit Balance Audit Recovery Contingency Rate | % |
| Come Behind Billing and Recovery | % |

Proposers shall provide firm fixed rate amount per activity covering all years of the contract

| ANNUAL COST (Firm Fixed Rate) | |
|---|----|
| Eligibility Coordination of Benefits Portal | \$ |
| Crowd Out Reporting | \$ |
| LaHIPP Program Administration | \$ |
| TPL Master Resource File Maintenance | |
| Monthly Rate: \$ | |
| Convert to Annual Rate: x 12 | |
| Annual Rate: | \$ |
| COMBINED PROPOSED ANNUAL COST | |

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Attachment G: LDH Regional Map



Attachment H: ENTERPRISE ARCHITECTURE INTEGRATION REQUIREMENTS FOR ENTERPRISE/STATEWIDE SYSTEMS

Overview

The State has made a significant investment in a hardware and software platform to form the foundation for development and hosting of statewide enterprise systems. The Enterprise Architecture (EA) platform consists of seven core components hosted on a hyper converged infrastructure spanning two State-owned data centers in an active-active configuration. This highly available platform (99.99% uptime) should be utilized for all enterprise or mission critical applications. The State has employed the core concepts of the software defined data center (SDDC); converging storage, networking, and compute resources into a single lifecycle model.

The platform is monitored through the coordinated use of the following tools:

- infrastructure and network monitoring
- application performance monitoring (APM)
- security information and event management (SIEM)
- log aggregation.

This suite of tools allows the State to track and monitor the overall health and operation of the platform and to quickly respond to performance demands. A significant investment has been made in a DevOps approach and tooling including IT build and deployment automation.

In addition to the EA platform, the EA initiative provides for standardization of other areas of the software development lifecycle (SDLC). The State provides tools for project management, requirements definition, risks, issues, and other project documentation and artifacts. Contractors must use these State provided tools as part of the project management lifecycle.

Operations and Governance

The Enterprise Architecture is designed on Information Technology Information Library (ITIL) v3 and The Open Group Architectural Framework (TOGAF) v9.1 frameworks. Integrating solutions shall adhere to the State's Enterprise Architecture Governance processes to include:

Change and Release Management

Changes to Production must be submitted to the State's EA Change Control Board (CCB) for evaluation

Performance Management

Monitor and Report on Key Performance Indicators in accordance with Industry Best Practices

Real-time Business and IT dashboards will be published. Integrating systems shall define uptime and performance SLAs as part of any resulting contract.

Incident and Problem Management

Any event that results in the violation of a Service Level Agreement (SLA) will require a Root Cause Analysis to be performed and reported to the State's CCB.

Availability Management

High Availability and Enterprise Business Continuity and Disaster Recovery Plans (eBC/DR) will be tested and certified annually. eBC/DR plans will align with agreed upon Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

In alignment with TOGAF, the Integrator will align their solution with the State's Data, Application, and Infrastructure Architectural Domains. All artifacts will be maintained and update as required to reflect changes to both business strategy and IT technologies.

Software

The seven components include the following:

- Identity Access Management/Single Sign On (IAM/SSO) - All users, both internal and external, will be validated through a common security portal.
- Enterprise Service Bus (ESB) - Applications will communicate through the ESB to access the other components using standardized SOAP or REST API calls.
- Master Data Management (MDM) - Stores common, shareable, reusable records, such as for an "applicant" or a "provider," to improve data integrity within and across applications.
- Data Warehousing (DWH) – Statewide data storage system that will allow for cross application or even statewide reporting of information.
- Electronic Document Storage (EDMS) - Document storage system that will allow flexible and scalable storage of a variety of file types.
- Consumer Communications (CC) - Allows for the production and distribution of internal and external communications (print, email, SMS).
- Business Rules Engine (BRE) - Create and maintain the rules that underlie the decision logic within an application.

Key Goals

The particular business application platform is irrelevant to the use of the EA component except in the methodology used to integrate. State standards require custom built, transfer, or non-COTS/SaaS systems to be developed in Java and/or C#/.Net.

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All applications or systems integrating into the EA must integrate into these components using only standard SOAP/REST APIs or connectors.

All applications or systems integrating into the EA must integrate through the IAM and the ESB components, irrespective of which of the other five components will be used.

All integrations must be reviewed and approved through the State's EA governance board.

Technology Stack

Infrastructure

| Item | Vendor | Description |
|--------------------------------|--------------|---|
| Nutanix | Nutanix/Dell | Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance |
| ESXi | VMware | |
| vCenter | VMware | |
| NSX | VMware | |
| SRM | VMware | |
| Windows Server | Microsoft | Standard OS for Windows |
| RedHat Enterprise Linux | RedHat | Standard OS for Linux |
| MS SQL Server 2014 | Microsoft | Enterprise Database/Storage Engine |

Core Components

| Item | Vendor | Description |
|--|----------------------|--|
| Decision Center, Decision Server | IBM | Business Rules Engine (BRE) |
| Exstream | HP/Openext | Client Communications, Correspondence Generation (CC) |
| Pentaho | Hitachi Data Systems | Data warehouse and Analytics (DWH) |
| Case Foundation, Content Manager, Enterprise Records Foundation | IBM | Electronic Document Management (EDMS) |
| webMethods | Software AG | Enterprise Service Bus (ESB) |
| API Gateway | CA | Enterprise API Gateway |
| Identity Manager for Consumers and Business Users, Identity Suite, Single Sign On | CA | Security integration product; includes access management, directory services integration |

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| Item | Vendor | Description |
|----------------|--------|---|
| | | capability, and identity management (IAM/SSO) |
| OmniGen | IBI | Master data management suite (MDM) |

Performance, Monitoring, & Lifecycle Management

| Item | Vendor | Description |
|---|---------------|--|
| Nagios | Nagios | Infrastructure monitoring/alerting |
| NewRelic APM | NewRelic | Application performance monitoring |
| Splunk | Splunk | Operational Intelligence |
| Github Enterprise | Git | Source Code Repository |
| Bamboo | Atlassian | Continuous Integration, Deployment, and Delivery |
| Puppet Enterprise | Puppet | DevOps/Automation |
| JIRA | Atlassian | Issue & Project Tracking |
| Jama | Jama Software | Requirements Tracking & Control |
| McAfee Enterprise Security Manager | Intel | Security Information & Event Management |
| IBM Workload Scheduler | IBM | Job Scheduling |
| MoveIT | Ipswitch | Enterprise Managed File Transfer |

ATTACHMENT I: INFORMATION SECURITY REQUIREMENTS

This attachment provides the additional information security requirements in addition to the existing Contract, SOW and the other associated attachments.

Safeguarding Confidential and Restricted Information

Contractor shall implement and maintain administrative, technical, and physical safeguards designed to protect against unauthorized access to or use of Confidential or Restricted Information received from, or on behalf of, State by Contractor pursuant to performance of the agreed upon Services. For purposes of this attachment, Confidential Information includes Restricted Information. Restricted Information is data which requires strict adherence to legal obligations such as federal, state, or local law or required by State policy and so designated. Examples of Restricted Information include but are not limited to: Protected Health Information (PHI), Federal Tax Information (FTI), Payment Card Information (PCI), Criminal Justice Information (CJI) and Personally Identifiable Information (PII) or data specifically designated by State as Restricted Information.

Contractor currently maintains the following:

- An information security program that defines implements, and reviews information security policies and procedures.
- Policies that prohibit the unauthorized disclosure of Confidential and Restricted Information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Processes to encrypt Confidential Information stored on Contractor-provided laptop and desktop computers (using BitLocker Drive Encryption – full disk encryption); processes and security settings to protect Confidential Information stored on Contractor-provided mobile devices (e.g., iPhone and BlackBerries®), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability; and issuing encrypted USB drives to Contractor personnel for use in transferring Confidential Information.
- Training and awareness programs for personnel related to information security policies, information protection standards, and privacy. Additionally, from time to time, publishing privacy and security-related alerts or reminders by standard Contractor internal communication channels.
- Limiting physical access to Contractor offices through the use of one or more of: conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Anti-virus protection programs (e.g., McAfee), including, centrally managed, commercially available anti-virus software on Contractor-provided computers to which updates are released as they become available from anti-virus software vendors, and a virus containment process that defines responsibilities and outlines procedures.

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- Network servers in Contractor’s data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
 - Restricting both physical and network access to authorized users
 - Restricting physical access by card-key control systems
 - Network based intrusion prevention system
 - Firewalls to segment networks
 - Vulnerability assessment processes and tools
 - Change management procedures
 - Patch management processes and tools
 - Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
 - Server operating system hardening as appropriate
 - Periodic review and update of internal Contractor information security policies and procedures.
 - Incident Response processes containing escalation procedures for contacting State and Information Security resources.

Sanitization of any decommissioned or inoperable Contractor-owned machine, storage, media, disk or drive containing any Confidential or Restricted Information use the following approved sanitization methods:

Sanitization is divided into three types.

Type 1 - Clearing:

Clearing an electronic storage media is the lowest level of sanitization that inhibits the recovery of information assets via a robust keyboard attack using data recovery tools. Use of conventional operating system utilities like deleting files or disk formatting only delete the respective directory entries and thus do not inhibit the ability of data recovery tools to retrieve the information assets as the respective data itself is not being overwritten.

Type 2 - Purging:

Methods of purging are:

- Wiping: Overwriting all locations including remapped bad sectors on a re-writable electronic storage media multiple times with different patterns, thereby checking the appropriateness by comparing different locations before and after overwriting. Required technology detail: The necessary number of overwrites, patterns and location checks, which depend on the type of re-writable electronic storage media.
- Secure Erasing: Overwriting all locations on an ATA hard disk drive (specific type of electronic storage media that includes PATA and SATA drives) a single time in a reliable

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manner. The Security Erase Unit command of the ATA specification must be used to initiate secure erasing. If implemented in a specific ATA hard disk drive, the Enhanced Erase Mode should be used. Successful execution must be checked afterwards.

- Degaussing: Deleting all information assets stored on a magnetically sensitive electronic storage media using a strong magnetic field.
- Resetting: Returning a volatile electronic storage media into its initial delivery state. The power must be switched off and the backup battery removed, if battery backed.

Type 3 - Destruction:

Physically destroying an electronic storage media is the highest level and thus ultimate form of sanitization. Physical destruction is achieved, when no portion of an electronic storage media can be used to extract a significant amount of data. Therefore, simply punching holes – for example into a hard disk – is not sufficient for physical destruction.

Methods of destroying are:

- Shredding: Breaking an electronic storage media into parts. Disintegrating can be used as a synonym term for shredding. Required technology detail: The maximum size of the parts, which depends on the type of the electronic storage media.
- Pulverizing: Crushing an electronic storage media into dust or powder.
- Melting: Heating an electronic storage media past its melting point transforming it into a molten mass. The necessary melting point depends on the instance of the electronic storage media.
- Incinerating: Burning an electronic storage media past its firing temperature transforming it into ash, flue gases and particulates. The necessary firing temperature depends on the instance of the electronic storage media.

The selected sanitization method and procedures selected by the Contractor generates the appropriate unit level logging. A certificate of destruction shall be provided if requested by the State.

Accessing State Networks, Systems, and Information

Access to State resources requires the following: Contractor personnel connecting to State computing systems and resources shall only be in the performance of the agreed upon Services.

Contractor personnel shall not knowingly (unless otherwise expressly agreed to by the parties as a function of the Services, or authorized in writing by the State's Information Security Team):

- Access or attempt to access the State's Confidential or Restricted Information for any purpose outside of the scope of such Services;
- Connect personal (i.e., non-work related or Contractor-provided) devices to the State's network;

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- Attempt to alter or circumvent any State security controls safeguarding the State's network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.);
- Install, execute, or modify software, equipment or peripherals on (or remove software, equipment or peripherals from) the State network;
- Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network;
- Conduct discovery or vulnerability scans of State networks, applications, or computing systems.; or
- Share or disclose any access code or password provided by, or generated on behalf of, the State to Contractor personnel for such access.

Contractor-provided computer workstations or laptops used to access the State's computing systems and resources will:

- have commercial anti-virus software installed and configured to automatically signature updates released from the anti-virus software vendor while such computers are connected to Contractor's network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor's network over a certain period of time, while such computers are connected to the Internet;
- have security software patches installed on such computers, which patches, by the determination of Contractor's Information Security Office, are reasonably necessary to safeguard such computers from access by unauthorized third parties or from outside threats to the integrity and confidentiality of information residing on such computers;
- have firewall software installed and operating on such computers while such computers are connected to the Internet;
- have access controls designed to restrict access to such computers to authorized individuals;
- have 128-bit (or better) AES file-level encryption enabled, which is configured to automatically verify encryption status; and
- have automatic daily back-up of standard directories and files.

All Contractor personnel shall review the terms and requirements of this attachment prior to accessing State resources.

The State will provide Virtual Private Network (VPN) access to Contractor personnel in order for them to perform development, testing, and production support activities in a timely manner. Remote access will be provided on a 24x7 basis for the Contractor's project team during the duration of this project.

Contractor is responsible for planning around the State's reoccurring (planned and emergency) network and system maintenance, upon the State's communication of the same to Contractor, in order to confirm agreed upon Service timelines and deliverables are not impacted.

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Contractor personnel requiring access to production environments to investigate, and analyze production issues, must submit an access request to the State Security team. The State Security team will review, approve/disapprove and grant/deny access to production environment.

Contractor shall submit an access request for all resources requiring access to State resources. Access requests shall minimally contain:

- Full Name of Contract Resource
- Assigned Job Title
- Physical Location (City, State, Country of resource's current Contractor office)
- Specific System and Application Access Required (System, Application, or Database)
- Tentative End of Contract Date (to be extended as needed via additional notification)
- Remote Access Required (yes or no)

Contractor shall submit a termination notice to the State, including full name of Contractor personnel who leave its employ and last day worked, in a timely manner not to exceed 48 hours from termination of that Contractor personnel's last day worked.

All Contractor personnel must safeguard Confidential and Restricted information in accordance with the requirements described in this attachment.

The State's Information Security Team will review all Contractor access request and provide approval prior to Contractor personnel being granted access. In the event the Contractor's access request is denied, the State's Information Security Team will provide written justification for review by the Contractor.

Contractor personnel accessing State resources outside of the United States are strictly prohibited from accessing Restricted Information (directly or indirectly) contained within any application, system, database, or device unless prior written approval is provided by the State's Information Security Team and Agency assigned Data Owner.

Contractor personnel accessing State resources outside of the United States may be utilized to facilitate agreed upon services by accessing:

- State Test or Development Environments (Not containing, processing, or transmitting Restricted information)
- State Test, Development, or Monitoring tool (Not containing, processing, or transmitting Restricted information)
- State workstations (Not containing, processing, or transmitting Restricted information)

DATA MANAGEMENT

The State will not provide Contractor personnel with access to PHI, or PII data except as set out in the applicable SOW or otherwise requested in writing by the Contractor-assigned Project Manager. (This

may include, for example, requesting access to the State production environment for investigating potential defects identified during the Warranty Period.) For development and testing purposes, State will provide the Contractor personnel de-identified data that is representative of production data but that does not contain PHI, PII data.

State agrees: (i) not to disclose any PHI or PII or other applicable Restricted Information to Contractor, if such disclosure would violate any applicable law, rule or regulation; (ii) not to request Contractor to use or disclose PHI or PII or other applicable Restricted Information in any manner that would not be permissible under any applicable law, rule or regulation, if such use or disclosure were done by State; and (iii) to disclose to Contractor only the minimum amount of PHI or PII data (if any) reasonably necessary for Contractor to perform agreed upon Services under the applicable SOW; and (iv) where practicable and commercially reasonable, to de-identify any such PHI or PII data before making it available to Contractor.

Agreed upon Services may require system testing to be performed in non-production environments that are utilized by the Contractor. Testing is controlled through the usage of de-identified or “mock data”. “Mock Data” is data created by the Contractor and does not contain PII, PHI, or similarly regulated Restricted Information.

If requested by the State, Contractor may be authorized to perform de-identification of production Restricted Information utilizing a State approved documented process and a State owned workstation. This type of de-identification request must be processed through the change order procedures.

Contractor shall implement security measures such that non-production environments under Contractor’s full control, do not contain Restricted Information unless provided with written authorization from the State’s Information Security Team as an exception. If the State has access to enter data, the State is responsible for such data entry to not contain Restricted Information, such as in the UAT or Training environments.

The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed upon Services.

Contractor will provide the State with a list of Contractor personnel who are authorized to receive or have access to State resources (systems, applications, and databases). Contractor will maintain and update the access lists as needed.

Disclosure of Confidential or Restricted Information by State to Contractor shall utilize appropriate security measures by State, including data encryption, to maintain protection of Confidential or Restricted Information being transferred to Contractor by State, and as required by applicable information protection laws.

State will promptly notify Contractor's Lead Engagement Partner in the event it becomes aware that Restricted Information has been disclosed to Contractor inadvertently or otherwise.

The State will be responsible that the State legacy systems required to integrate or share data with applications or systems within the scope of the agreed upon Services, shall not expose non-production environments to Restricted Information.

SECURE DEVELOPMENT

When agreed upon Services require Contractor to develop or configure systems or applications, the Contractor is responsible (unless otherwise authorized in writing by the State's Information Security Team) for:

- Working with the State's Information Security Team to require additional application or system specific Information Security requirements are captured and agreed upon prior to initiating development or technology implementation through the set requirement and design sessions. State's Information Security Team shall actively participate in applicable requirement and design sessions and review such deliverables.
- Performing an Application Risk Assessment that will be presented to the State's Information Security Team prior to production implementation.
- Operationally embedding methods for testing and validating application and system security within the development process. Contractor shall provide methods for all developers and testers to independently run both static and dynamic security testing as part of each development or test cycle.
- Requiring and validating that all input or files provided by the target end user is validated and filtered via server side processes prior to processing in order to prevent code injection and improve data integrity.
- Requiring and validating all system to system or application to application communication requires authentication and agreed upon secure protocols.
- Requiring and validating passwords are not stored in clear text in any configuration file, source code (compiled or otherwise), or database.
- Requiring and validating web application user session state is dynamic and appropriately managed utilizing currently accepted industry standards, in order to successfully prevent an unauthorized individual the ability to bypass authentication controls by "hijacking" a valid session.
- Requiring applications integrate with the State's Microsoft Active Directory (AD) and Identity Management (IAM) solutions in such a way that internal State users seamlessly authenticate and are not presented with a logon form, if single-sign on is applicable to the scope of the agreed upon Services and/or set out in the applicable SOW.
- Requiring application or system roles and permissions are managed by the State's AD and IAM solutions.

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- Requiring and validating all applicable applications employ Transport Layer Security (TLS) when transmitting Restricted Information.

SECURE SYSTEM ADMINISTRATION AND MAINTENANCE

When agreed upon Services require Contractor to maintain or administer systems or applications, the Contractor is responsible (unless otherwise expressly agreed to by the parties as to being out of scope of the agreed upon Services, set out in the applicable SOW or authorized in writing by the State's Information Security Team) for:

- Following State's change management policies.
- Maintaining and renewing any applicable application security certificates prior to expiration.
- Testing and applying all applicable security patches or updates in a timely manner per the Work Plan.
- The State will test and apply applicable state managed system or application security patches or updates in a timely manner.
- Requiring Systems utilize industry-accepted anti-virus as approved by the State's Information Security Team.
- Requiring Systems are restricted from connecting to the internet directly, unless approved by the State's Information Security Team.
- Requiring and validating Systems and applications are configured or modified to produce the adequate baseline level of audit records and security event logs.
- Requiring that local accounts and local authentication are not utilized unless provided approval by the State's Information Security Team.
- Requiring system access roles are provided by the State's AD and IAM.

GENERAL REQUIREMENTS

In the actual or reasonably suspected event the Contractor personnel has materially violated the terms or requirements of this attachment, the State shall be entitled to take action to disable or prevent access to such Contractor personnel until the violation can be investigated and resolved. The State shall notify the Contractor PM within 8 hours and provide a written status of the violation and estimated time of unavailable access. The Contractor agrees that access restrictions resulting from a Contractor personnel's actual or reasonably suspected material violation of the terms or requirements of this attachment causing delay or cost for Contractor will not increase the cost of Services for the State. In the event that the suspected event was not an actual violation, any such delay may require a change request to enable Contractor to meet the work plan, and any SLAs not met due to the unavailability of access will be waived.

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System or Application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner, not to exceed 60 days, at no additional cost to the State.

Contractor shall work with the State's designated resources to produce any documentation required to facilitate an Audit (internal or external) of State when needed, in an urgent manner. If estimated effort is above 20 hours for the individual audit request, the State will process a change request to continue Contractor support.

In response to evolving technologies, industry standards, and marketplace expectations, from time to time Contractor may upgrade or modify the processes and controls that it is required to maintain hereunder. Contractor shall not be in breach of this Agreement or any SOW as a result of any such change, provided that such change does not materially diminish the overall level of information security afforded to Confidential or Restricted Information by the processes and controls described hereunder. Any change to technology or processes previously reviewed and approved by the State's Information Security Team require appropriate notification and prior written approval from the State's Information Security Team in addition to the Contractor's documented validation and testing of the newly proposed change.

CLICK ON DOCUMENT TO COMPLETE

COMPLETE AND ATTACH LABEL TO PACKAGE CONTAINING PROPOSAL

RFP NAME: _____

RFP Number: _____

OPEN BID DATE AND TIME: _____

LABEL: Competitive Sealed Proposal

SEALED PROPOSAL