

# LOUISIANA



**DEPARTMENT OF  
HEALTH  
AND HOSPITALS**

**ELECTRONIC VISIT VERIFICATION SYSTEM**

**BUREAU OF HEALTH SERVICES FINANCING**

**RFP # 305PUR-DHHRFP-EVVS-2014-MVA**

**Proposal Due Date/Time: August 18, 2014, 4:00 PM CST**

Release Date: July 11, 2014

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# Glossary

Department or DHH: Department of Health and Hospitals

Must: Denotes a mandatory requirement

Original: Denotes must be signed in ink

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

Shall: Denotes a mandatory requirement

Should, May, Can: Denotes a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

OAAS: Office of Aging and Adult Services

OCDD: Office for Citizens with Developmental Disabilities

HCBS: Home and Community Based Services

NOW: New Opportunities Waiver

ROW: Residential Options Waiver

ICF/DD: Intermediate Care Facility for People with Developmental Disabilities

ADHC: Adult Day Health Care

HSS: Health Standards Section

BHSF: Bureau of Health Services Financing

MMIS: Medicaid Management Information System

EVV: Electronic Visit Verification

FEA: Fiscal/Employer Agent

GPS: Global Positioning System

HIPAA: Health Insurance Portability and Accountability Act

## **I. GENERAL INFORMATION**

### **A. Background**

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. In Louisiana, Medicaid is administered by the Bureau of Health Services Financing (BHSF). Medicaid is the public assurance program that finances primary and preventative health care coverage to low-income families, and long-term care to low-income seniors and persons with disabilities. Medicaid is funded by both the federal and state government and covers a wide range of services including physician, hospital, nursing home, and home and community-based services (HCBS).
5. Within this structure, OCDD and OAAS serve as the operating agencies/program offices for Medicaid-funded HCBS programs. Each waiver, state plan, and targeted population has a specific service package and eligibility criteria.
6. OCDD operates the New Opportunities Waiver (NOW), Children's Choice Waiver, Residential Options Waiver (ROW), and Supports Waiver for people with developmental disabilities who meet the level of care of an intermediate care facility for the developmentally disabled (ICF/DD) and Medicaid eligibility requirements.
7. OAAS operates the Community Choices Waiver, Adult Day Health Care (ADHC) Waiver, Long-Term Personal Care Services program, and Program for All-Inclusive Care for the Elderly for the elders and/or people with adult onset disabilities who meet the level of care of a nursing facility and Medicaid eligibility requirements.
8. While OCDD and OAAS are the operating agencies, BHSF retains administrative authority for all Medicaid-funded services.
9. The Health Standards Section (HSS), under the Office of the Secretary, is the State Survey Agency responsible for licensing, Medicaid certification, and monitoring of providers who deliver health care services and HCBS including, but not limited to, those available under Medicaid.
10. The Bureau of Health Services Financing (BHSF) operates a Medicaid Management Information System (MMIS) for the purpose of paying claims for covered medical services and for the management of Medicaid vendor payments. MMIS is a claims processing and information retrieval system designed to improve the management and control of Title XIX service

expenditures, and reduce program costs through effective claims processing and utilization control.

## **B. Purpose of RFP**

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide and manage electronic visit verification (EVV) system for home and community-based services.
2. A contract is necessary to prevent inappropriate billing/payment, safeguard against fraud, improve program oversight, improve billing efficiency, and enhance quality through an electronic visit verification system.

## **C. Invitation to Propose**

DHH Bureau of Health Services Financing is inviting qualified proposers to submit proposals for services to provide an electronic visit verification system in accordance with the specifications and conditions set forth herein.

## **D. RFP Addenda**

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

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

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

*It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.*

## **II. ADMINISTRATIVE INFORMATION**

### **A. RFP Coordinator**

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

**Mary Fuentes**

**Department of Health and Hospitals**

**Division of Contracts and Procurement Support**

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

**Baton Rouge, LA 70802**

**Email: [Mary.Fuentes@LA.GOV](mailto:Mary.Fuentes@LA.GOV)**

**Fax: (225)342-9046**

2. All communications relating to this RFP must be directed to the DHH RFP Coordinator person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.
3. This RFP is available in pdf at the following web links:  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>  
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

## B. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via 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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

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

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

## C. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	<b>Friday July 11, 2014</b>
Deadline for Receipt of Written Questions	<b>Wednesday July 16, 2014</b>
Response to Written Questions	<b>Wednesday July 30, 2014</b>
Deadline for Receipt of Written Proposals	<b>Monday 4:00pm CST August 18, 2014</b>
Technical Proposal Evaluation Begins	<b>Wednesday August 20, 2014</b>
On Site Presentations/Demonstrations <i>The top three scoring proposers may be invited to provide On Site presentations or demonstrations of services and/or products.</i>	<b>Thursday September 4, 2014</b>
Contract Award Announced	<b>Friday September 19, 2014</b>
Contract Negotiations Begin	<b>Monday September 22, 2014</b>
Contract Begins	<b>December 1, 2014</b>

### III. SCOPE OF WORK

#### A. Project Overview

The Contractor selected for this project will provide, implement, and support an electronic visit verification system, which verifies that home and community-based services were delivered according to established policies and procedures. The system must utilize multiple technologies to track the time, location, and task performance of direct service and/or in-home workers during service delivery for the purpose of safeguarding against fraud and improving service delivery and program oversight. The system shall interface with the State's Prior Authorization system(s) and Medicaid Management Information System (MMIS) to authorize payment of claims based on verified service delivery and compliance with the policies and procedures associated with the service.

It is anticipated the EVV system will be used for the Long-Term Personal Care Services and Community Choices waiver Personal Assistance Services, during the first year of the contract. As of September 30, 2013, there were approximately 16,500 individuals receiving Long-Term Personal Care Services, with approximately a 1% increase in the number of recipients receiving said service each month. There were approximately 5,353,640 home visits for Long-Term Personal Care Services during calendar year 2013. As of September 30, 2013, 4,467 individuals were enrolled in Community Choices waiver; the maximum enrollment for Community Choices waiver is capped at 5,303. There were approximately 1,569,087 home visits for Community Choices waiver Personal Assistance Services during calendar year 2013.

There is a self-direction option available for the Community Choices Waiver and Long-Term Personal Care Service recipients, whereby recipients may hire their own direct service workers as opposed to receiving personal care services through a traditional Medicaid provider agency. Under the self-direction option, a contracted Fiscal/Employer Agent (F/EA) performs the payroll functions on behalf of the recipient and pays the direct service workers directly. It is anticipated that the EVV system will also be utilized for participants who have chosen the self-direction service delivery option.

Additional services provided through the Medicaid State Plan or waiver programs will be phased-in at the Department's discretion. The Medicaid State Plan is on the DHH website at: <http://new.dhh.louisiana.gov/index.cfm/page/1718> and recent amendments are found at <http://new.dhh.louisiana.gov/index.cfm/page/1496>. In addition, it is anticipated that a managed care delivery model will be implemented during the course of this contract for long-term supports and services. The EVV system must be scalable and configurable to add new functional features and support more users in the future without affecting the underlying architecture. The system architecture must be flexible enough to add future desired populations, programs, and services, which have different policies and procedures. The system must be configurable to support the different business rules of multiple programs.

#### B. Deliverables

1. Scheduling, Billing, and Compliance Capabilities – The EVV system must include the following capabilities:
  - a) Offer multiple technology options to address recipients in all locations which service delivery occurs including:
    - i. Telephony;
    - ii. Integrated GPS enabled devices to provide visit verification for recipients without a land line but who have cellular service;

- iii. Alternative fixed location tracking device that can be in the recipient's home to provide verification coverage for those recipients who have no land line and no available cell services;
  - iv. Direct service worker timesheets generated for the provider agency; and
  - v. System to submit billing within 24 hours of service delivery.
- b) Provide visit verification that prevents provider abuse or inappropriate billing/payment by collecting recipient and direct service worker information electronically at the beginning and end of services provided in the home and other settings. The EVV system must maintain an audit trail that electronically and accurately documents and tracks login and logout times of visits by direct service workers. In addition, the system must allow for multiple in/out activities per day.
  - c) Provide verification of:
    - i. Whether services were provided by providers in accordance with the recipient's plan of care/service plan and established policies and procedures.
    - ii. Service tasks performed by the direct service worker.
  - d) Maintain a response time (to call-in transactions) that shall be less than three (3) seconds for user submitted data for ninety-eight percent (98%) of the transactions.
  - e) Use biometric voice verification or another proposed method approved by the Department that provides at least ninety-nine percent (99%) accuracy to assure the correct direct service worker is identified. Proposal must include method(s) for acquiring direct service worker baseline verification information and indicate whether capability is present within the system to determine whether the correct direct service worker is identified with ninety-nine percent (99%) accuracy.
  - f) Provide real-time multi-level escalating alerts of pending late and missed visits to the provider, support coordination agency, and other entities as determined by the Department (e.g., managed care organization). For instance, the provider is made aware if the worker does not show up so that the provider can schedule an alternate worker or make contact with the recipient.
  - g) Have the ability to track and report modifications to the EVV system data input elements after the direct service worker has called in their time or services, including the name of the provider staff making the changes and the reason for changes. The system must have the capability to limit providers' authority to modify service entries or input manual service entries based on program rules which may vary between programs. This may include limiting the number or percentage of manual service entries a provider is allowed to enter.
  - h) Provide for role-based access controls in a multi-tiered environment that allow the Department, support coordinators, providers, and managed care organizations to create user roles and assign access to user roles for viewing of appropriate levels of data. For instance, support coordination agencies serve recipients across multiple provider agencies and should be able to access information across provider agencies, but only for those individuals that the support coordination agency serves.
  - i) Provide real-time visibility, at all levels of authorized users, into the services being provided.
  - j) Provide for real-time capabilities to record service delivery and task details in home or community settings and develop an electronic record.
  - k) Provide an integrated system that includes scheduling, authorization monitoring, visit verification and billing.
  - l) Have the capability to receive and store daily updates of participant, provider, and plan of care data sent from provider agencies, support coordinators, data-management contractors, and managed care organizations.



- m) Provide system architecture that is configurable to support multiple programs or services which have different policies and procedures, reimbursement rates, and business rules, all of which are subject to change during the contract period in response to state and federal regulations, budget appropriations, court proceedings, and other factors. The EVV system should be capable of supporting the following business rules/procedures:
- i. Allow for only certain providers to enter service tasks, based on program needs and rules. Certain programs may require service tasks to be entered in the EVV system for only certain provider types, whereas others may require providers to document service tasks through the current paper process or other alternative process.
  - ii. Allow for multiple groups or lists of acceptable service task activities to be billed and/or recorded, based on program needs and rules.
  - iii. Have the capability for direct service/in-home workers to denote the recipient's status or need for other assistance in the EVV system and to require such notation where necessary based on program needs and rules.
  - iv. Permit the fiscal/employer agent to bypass entering a worker schedule in the system.
  - v. Permit the fiscal/employer agent to load various rates of pay for individual direct service workers.
  - vi. Permit certain other providers to bypass entering a worker schedule, based on program-specific rules. Certain programs/services may require providers to enter workers' schedule, whereas other program/services may not require such.
  - vii. Permit recipients to be linked to more than one provider and/or program. Recipients are often eligible for and enrolled in more than one program, each with its own rules, and may have multiple providers within any single program.
  - viii. Enforce the following edit checks:
    - The same direct service worker is not providing services to multiple recipients at the same time.
    - The same recipient is not receiving the same services from multiple direct service workers at the same time.
    - The service does not overlap with certain other services, which may require interface with the prior authorization system.
  - ix. Handle multiple procedure codes, modifiers, and rates.
  - x. Allow and enforce multiple service limits for different service ranges (i.e., day, week, month, and year).
  - xi. Allow for flexible use of shared personal care services. For example: Currently, in the New Opportunities Waiver, providers may have prior authorized units for one to six different personal care service procedure codes (day or night and one-to-one, shared by 2, and shared by 3). The provider can deliver any one of the six services. If there are insufficient units left for a procedure code, the units can be flexed from another procedure code on a dollar for dollar basis. Up to 100% of the units authorized can be flexed. There are similar shared supports services in other programs as well.
  - xii. Permit retroactive prior authorizations and changes to prior authorizations based on revisions to recipients' plans of care/service plans in accordance with DHH permission levels.
  - xiii. Limit providers' authority to modify service information. Program rules as to how many modifications can be made by providers may differ based on the population or service/program.
  - xiv. Permit managed care organizations to modify provider/worker schedules, cancel schedules, and receive alerts for monitoring purposes.
  - xv. Permit support coordinators to receive alerts for monitoring purposes.

- xvi. Allow for electronic communication between managed care organizations and F/EAs and providers.
  - xvii. Handle automatic loading of provider and recipient files.
  - n) Have an architecture model which supports a Business Rules Engine which is easy to maintain and configure. The Business Rules Engine shall allow flexibility supporting Program Policy and Rule changes as they occur and limiting the amount of customization needed in adapting to changes.
  - o) Have a reliable backup and recovery processes in the event of a system malfunction or disaster situation, as well as provide an alternative for timekeeping due to a provider's failure or inability to use the system for a start or end shift. Provide an emergency back-up system.
  - p) Securely handle and store sensitive participant and provider information in accordance with HIPAA requirements, including the Health Information Technology for Economic and Clinical Health (HITECH) Act amendments. .
  - q) Provide for user support, including support to providers and providing at least a phone-based support for providers.
2. Claims Filing Related Services – The EVV system have the capability of providing the following claims filing services:
- a) Ability to round service delivery time in accordance with program requirements.
  - b) Creating of HIPAA compliant electronic 837 claim file submission in compliance with all DHH filing requirements (i.e., procedure codes, modifiers, Medicaid provider number, etc.)
  - c) Prior to claims submission, the provider and F/EA must be able to review claims ready for submission and attest through submission that these are verified provided services.
  - d) Provide DHH, providers, and F/EAs with reports of unbilled encounters through front end edits (i.e., no authorization, expired authorization etc.), reasons that prevented claims from filing, and edits made to claims.
3. Reports – The EVV system must be able to provide a standard suite of reports to the Department, support coordination agencies, provider agencies, and managed care organizations. In addition, the system must permit DHH to use data elements to query and generate ad-hoc reports. The proposer must describe the methodology for generating Ad-Hoc reports in the proposal and include a sample listing of reports as evidence of the capability of the function. Samples shall include but not be limited to:
- a) Direct service worker reporting, including but not limited to service delivery, timesheets, etc.
  - b) Scheduling reports.
  - c) Claims filed and unbilled encounters including activity by recipient, agency, support coordination agency, managed care organization, and direct service worker.
  - d) Claims/Authorizations/Services reconciliation reports.
  - e) Verified hour reports for payroll.
  - f) Daily system activity reports including all calls received, calls by recipient, calls by direct service workers, late or missed visits, and unscheduled visits.
4. Data Retention – The Contractor must agree to retain direct service worker and recipient service data for at least six (6) years, and the EVV system must have sufficient capacity to allow for recording and storing of all data for at least six (6) years. In addition, sufficient capacity must be present to allow for future expansion of additional populations or services in the future. The Contractor must transmit all raw data elements to DHH in the format and frequency approved by DHH.

5. Training – The Contractor must provide initial, refresher, and ongoing system training at least annually to DHH, providers, support coordinators, and others as deemed necessary by DHH. The Contractor must provide a detailed plan for initial and ongoing training, including a training manual and Self-Paced Web Based Training Modules. In addition, the Contractor must address how questions will be received and answered once the system is up and running. The Contractor must provide providers and agency users with a description of the minimum hardware and software requirements, installation, maintenance and enhancement of software.
6. Project Work Plan – The Contractor must provide a detailed project work plan that clearly identifies all tasks required to implement an EVV system and all timeframes in which each task will be accomplished. The work plan shall include the information described in the Proposal Content Work Plan/Project Execution. The contractor shall submit the work plan within 90 days from the start date of the approved contract.
7. Optional System Features – The Contractor is invited to submit additional optional features, if any, not discussed herein, that may be pertinent to the Department’s needs.
8. Warranty and Maintenance – The Contractor shall submit its warranty and maintenance policy for the system.
9. Software System Updates – The Contractor shall submit its plan for potential software and/or system updates. Proposal must specify the proposed version and planned date for next version.
10. System Testing – The Contractor shall submit its plan for development, MMIS and Prior Authorization system interface testing, and operating phases.
11. Specific Features for the DHH – The Department, at its option, may require the successful Contractor to tailor the system to specific Medicaid waivers/services. There shall be no additional costs associated with configurations of delivered functionality for those additional features.
12. Change Orders and Amendments – For purposes of this RFP, a “Change Order” shall mean an agreement between the parties to change approved requirements or design that can be completed within the scope and resources applicable within the context of the RFP and the contract; and an “Amendment” shall mean an agreement between the parties to modify, reduce, or expand the scope of work and/or to modify, reduce, or increase the fees and/or expenses set forth in this RFP and the contract. Either party may request a Change Order or an Amendment by providing the other party with a documented change order or amendment request detailing: (i) the requesting party (i.e., the Contractor or DHH); (ii) the rationale supporting the request, (iii) the urgency of the request; (iv) as applicable, the proposed changes to the scope of the work or estimated timing of delivery; (v) as applicable, the proposed increase or decrease to the (or additional) fees and/or expenses. A party having received a change order or amendment request shall consider the terms of the request in good faith and within a reasonable timeframe (given the known circumstances of such request), but shall be under no obligation to agree to, or make a counter-proposal to, such request. No Change Order or Amendment shall be effective until and unless the corresponding change order request or amendment document in which the change is described is executed by the parties. According to # 17 of the attached CF-1, all Change Orders must be in writing and all Amendments must be reviewed and approved by the Office of Contractual Review.

13. Policy and Procedure Manual – Within 30 days after the start date of the operations, the Contractor must submit a policy and procedure manual to DHH for approval. The policy and procedure manual must be updated as changes occur.
14. Key Personnel - Contractor will provide a project manager who will maintain close coordination and communication with the DHH Project Manager and will be the contractor's single point of contact for the duration of the project. Contractor Project Manager will be responsible for the day-to-day activities of the project including tracking and implementation of the project plan, supervision of the support staff, required reporting and serving as the primary contact to project resources. The Contractor Project Manager will follow processes set forth by the DHH IT Project Management Office (PMO). Templates and processes that will be used will be given to the contractor prior to the start of the contract. The Contractor Project Manager has the ultimate responsibility of ensuring that the product and all other associated deliverables are delivered correctly, on time, and within budget.
  - a. Implement and Track project management deliverables such as the detailed work plan, communications plan, quality management plan and risk management plan.
    - i. Prepare timely status reports and work plan updates. The contractor shall provide written and oral status reports.
    - ii. Oversee the project to ensure timely delivery of key task products and deliverables.
    - iii. Take the necessary actions to keep the project on schedule and on budget.
    - iv. Recommend and document need for any additional resources to be used on this project including subcontractors.
    - v. Provide reporting of project status and financial reports on a monthly basis to the DHH Project Manager.

### **C. Liquidated Damages**

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, DHH may reassert the assessment of liquidated damages, even following contract termination.
  - a. Late submission of any required report - \$50 per working day, per report.
  - b. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
  - c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit/other method determined by the Department - \$500 per client.
  - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
  - e. The Contractor will be held accountable for and must reimburse BHSF for any claims paid as a result of any error on the Contractor's part, which exceed or do not comport with the service limitations or prior authorized amount.

2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - a. The duration of the violation;
  - b. Whether the violation (or one that is substantially similar) has previously occurred;
  - c. The Contractor's history of compliance;
  - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
  - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

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

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities. Internal controls must meet current industry standards for known best practices with a progressive view for the future.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and
3. Develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

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

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to DHH on a regular schedule in XML format. Final determination of relevant data will be made by DHH based on collaboration between both parties. The schedule for transmission of the data will be established by DHH 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 except expenses designated by the Department to be the responsibility of the provider agencies.
- The contractor should 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.
- The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor is also responsible for expenses required for DHH 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 DHH 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.
- The Contractor shall clearly define how they will adapt to the Department's architectural conceptual model including:
  - What additional value-add their solution offers.
  - The method through which they will partner with DHH in the governance of this model.
- The contractor shall engage in robust planning discussions which will drive the technical compatibility of the solution within the DHH infrastructure that will be in place.
- The EVV system shall be MITA 3.0 compliant upon implementation.
- Proposer must clearly outline the solution's technical approach as it relates to service oriented architecture. Details should include a description of capability and potential strategy for
- integration with future DHH 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.

## **F. Subcontracting**

1. The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.
2. If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.
3. Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
4. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:
  - a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
  - b. 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.

## **G. Compliance With Civil Rights Laws**

1. The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
2. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **H. Insurance Requirements**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only.

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

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.

### **2. Workers' Compensation Insurance**

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

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

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

follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

**I. Resources Available to Contractor**

The Bureau of Health Services Financing will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

**J. Contract Monitor**

All work performed by the contract will be monitored by the contract monitor, Medicaid Program Support and Waivers Section Chief, or designee:

Jeanne LeVelle  
Department of Health and Hospitals  
Bureau of Health Services Financing  
Medicaid Program Support and Waivers Section  
628 N. Fourth Street  
Baton Rouge, LA 70802

**K. Term of Contract**

1. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for the period 3 years. 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. Subsequent to the extension of the contract beyond the initial 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 Contractual Review (OCR) to extend contract terms beyond the initial 3 year term.

2. No contract/amendment shall be valid, nor shall the state 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



Contractual Review. 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.

#### **L. Payment Terms**

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the Medicaid Program Support and Waiver Section Chief. Continuation of payment is dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Department of Health and Hospitals of the payment task and approval of an invoice. DHH will make every reasonable effort to make payments within **30 days** of the approval of invoice and under a valid 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.

### **IV. PROPOSALS**

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

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

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

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

#### **C. Code of Ethics**

1. The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the 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.
2. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

#### **D. Rejection and Cancellation**

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts 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 all proposals received 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 Contractual Review.
4. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); Title 39, Chapter 16 (professional, personal, consulting, and social services procurement); or Title 39, Chapter 17 (Louisiana Procurement Code).

#### **E. Contract Award and Execution**

1. The Secretary of DHH reserves the right to:
  - a. Make an award without presentations by proposers or further discussion of proposals received.
  - b. To enter into a contract without further discussion of the proposal submitted based on the initial offers received.
  - c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. 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.
4. If the contract negotiation period exceeds xx days or if the selected Proposer fails to sign the final contract within xx days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

#### **F. Assignments**

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.

#### **G. Determination of Responsibility**

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

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. 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
4. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. 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.

#### **H. Proposal and Contract Preparation Costs**

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. 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 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 Contractual Review. 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.

#### **I. Errors and Omissions**

The Department reserves the right to make corrections due to minor errors of proposer identified in proposals by the Department or the proposer. The Department, at its option, has the right to request clarification or additional information from proposer.

#### **J. 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.

#### **K. 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>.

#### **L. Proposal Submission**

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer **shall** submit one (1) original hard copy (The Certification Statement must have original signature signed in ink) and should submit two (2) electronic copies (cd or flash drive) of the entire proposal and six (6) hard copies of the proposal. Proposer may provide one electronic copy of the Redacted (cd or flash drive). No facsimile or emailed proposals will be

accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

**If courier mail or hand delivered:**

Mary Fuentes  
Department of Health and Hospitals  
Division of Contracts and Procurement Support  
628 N 4<sup>th</sup> Street, 5th Floor  
Baton Rouge, LA 70802

**If delivered via US Mail:**

Mary Fuentes  
Department of Health and Hospitals  
Division of Contracts and Procurement Support  
P.O. Box 1526  
Baton Rouge, LA 70821-1526

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

Pursuant to the Louisiana Public Records Act (La. R.S. 44:1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification, including protections sought for proprietary and/or trade secret information. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

**N. Proposal Format**

There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

**O. Requested Proposal Outline:**

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

**P. Proposal Content**

1. 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.

2. 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.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
  - a. The introductory section should contain summary information about the proposer's organization.
  - b. This introductory 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.
  - c. This section should also include the following information:
    - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
    - ii. Name and address of principal officer;
    - iii. Name and address for purpose of issuing checks and/or drafts;
    - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
    - v. If out-of-state proposer, give name and address of local representative; if none, so state;
    - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
    - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
    - viii. Proposer's state and federal tax identification numbers.
    - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)
  - d. The following information ***must*** be included in the proposal:
    - i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

5. Work Plan/Project Execution

This section should express proposer's knowledge and understanding of the needs and objectives of DHH Bureau of Health Services Financing as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.

The proposer must provide a point-by-point detailed description of how the proposer plans to address each requirement specified in Section B, Deliverables. The proposal must be fully responsive to each requirement and the proposer should reference each requirement that is being addressed in the proposal. The proposer must identify any deviations from the stated

requirements that the proposer cannot satisfy. Any deviations from the stated requirement that the proposer cannot satisfy will affect the evaluation of the proposal and may disqualify the proposer.

For Section B, “Deliverables”, item 1(m,) the proposer must indicate whether the EVV system currently has the capability to be readily configured to address each business rule/procedure across multiple programs and services. If the system does not currently have this capability, the proposer must indicate such and also indicate if the system could be modified accordingly and the timeframe needed to make such modification. The proposer should also indicate whether the EVV system has other capabilities that are not listed and describe such capabilities in detail.

In addition, the proposer must:

- Identify how the proposer will ensure data is reported accurately and timely.
- Describe the quality assurance system/process.
- Identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Indicate if the proposer intends to subcontract for portions of the work and the specific tasks to be performed by the subcontractor.
- Provide details of the proposed emergency back-up system.
- Describe a detailed plan for security of data and compliance with HIPAA and HITECH requirements.
- Describe what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
  
- Project Work Plan – The contractor must provide a detailed project work plan that clearly identifies all tasks required to implement an EVV system and all timeframes in which each task will be accomplished. The work plan shall include the information described in the Proposal Content Work Plan/Project Execution. The contractor shall submit the work plan within 90 days from the start date of the approved contract.
  
- Optional System Features – The contractor is invited to submit additional optional features, if any, not discussed herein, that may be pertinent to the Department’s needs.
  
- Warranty and Maintenance – The contractor shall submit its warranty and maintenance policy for the system.
  
- Software System Updates – The contractor shall submit its plan for potential software and/or system updates. Proposal must specify the proposed version and planned date for next version.
  
- System Testing – The contractor shall submit its plan for development, MMIS and Prior Authorization system interface testing, and operating phases.
  
- Specific Features for the DHH – The Department, at its option, may require the successful proposer to tailor the system to specific Medicaid waivers/services. There shall be no additional costs associated with configurations of delivered functionality for those additional features.

- Change Orders and Amendments – For purposes of this RFP, a “Change Order” shall mean an agreement between the parties to change approved requirements or design that can be completed within the scope and resources applicable within the context of the RFP and the contract; and an “Amendment” shall mean an agreement between the parties to modify, reduce, or expand the scope of work and/or to modify, reduce, or increase the fees and/or expenses set forth in this RFP and the contract. Either party may request a Change Order or an Amendment by providing the other party with a documented change order or amendment request detailing: (i) the requesting party (i.e., the Contractor or DHH); (ii) the rationale supporting the request, (iii) the urgency of the request; (iv) as applicable, the proposed changes to the scope of the work or estimated timing of delivery; (v) as applicable, the proposed increase or decrease to the (or additional) fees and/or expenses. A party having received a change order or amendment request shall consider the terms of the request in good faith and within a reasonable timeframe (given the known circumstances of such request), but shall be under no obligation to agree to, or make a counter-proposal to, such request. No Change Order or Amendment shall be effective until and unless the corresponding change order request or amendment document in which the change is described is executed by the parties. According to # 17 of the attached CF-1, all Change Orders must be in writing and all Amendments must be reviewed and approved by the Office of Contractual Review.
- Policy and Procedure Manual – Within 30 days after the start date of the operations, the Contractor must submit a policy and procedure manual to DHH for approval. The policy and procedure manual must be updated as changes occur.

#### 6. Relevant Corporate Experience

- a. 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. The proposer should have, within the last 36 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 36 months. References shall include the name, email address and telephone number of each contact person.
- b. In this section, a statement of the proposer’s involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

#### 7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer’s personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training,

experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.

- d. Key personnel and the percentage of time directly assigned to the project should be identified.
  - e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
    - Experience with proposer,
    - Previous experience in projects of similar scope and size.
    - Educational background, certifications, licenses, special skills, etc.
  - f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.
8. Corporate Financial Condition
- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
  - b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
9. Cost and Pricing Analysis
- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
  - b. Proposers shall submit the breakdown in the format provided (See Attachment V Cost Template) to demonstrate how cost was determined. The proposer shall submit a fee per transaction rate for each range listed, which will be for all 3 years.
  - c. Proposers shall submit the one-time implementation fee in the format provided. If there are any implementation fees associated with providing services in the RFP, these fees shall only be charged in year one of the contract. The proposer shall identify each type of implementation fee to be charged.

#### **Q. Waiver of Administrative Informalities**

The Department of Health and Hospitals reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

#### **R. 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 accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator



## V. Evaluation and Selection

### A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Office of the Secretary Division of Fiscal Management
3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.
4. **Cost Evaluation:**
  - a. The proposer with the lowest total cost for all 3 years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:  
 **$CPS = (LPC/PC) * 25$**   
CPS = Cost Proposal Score  
LPC = Lowest Proposal Cost of all proposers  
PC = Individual Proposal Cost
  - b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
  - c. For cost evaluation purposes only, total cost shall be determined by adding the one-time, year one Implementation Fee (if proposed) to the grand total Fee per Transaction Rate.

### 5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	1
Work Plan/Project Execution	44
Corporate Experience	10
Qualification of Personnel	5
Financial Statements	5
Cost	25
Veteran and Hudson Initiatives	10
<b>Total</b>	<b>100</b>
On Site Presentation/Demonstration	10
<b>Total</b>	<b>110</b>

### B. On Site Presentation/Demonstration

1. The Department may select those proposers reasonably susceptible of receiving an award for an on-site presentation and/or demonstration for final determination of contract award. On-site presentations/demonstrations will allow the selected proposers to demonstrate their unique capability to provide the services requested in the RFP.
2. 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,
- If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.

3. An additional 10 points may be awarded as a result of the on-site presentation/demonstration.

### C. Evaluation Team

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

### D. Administrative and Mandatory Screening

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 excluded from further consideration.

### E. Clarification of Proposals

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a proposer's proposal.

### F. Announcement of Award

1. 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.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within **14 days** after the award has been announced by the agency.
5. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## VII. SUCCESSFUL CONTRACTOR REQUIREMENTS

### A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by DHH 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 DHH. The identification of all such confidential data and information as well as DHH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DHH 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 DHH to be adequate for the protection of DHH's confidential information, such methods and procedures may be used, with the written consent of DHH, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

### **B. Taxes**

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

### **C. Fund Use**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **VI. CONTRACTUAL INFORMATION**

### **A. Contract**

The contract between DHH and the Contractor shall include the standard DHH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

#### **1. Personnel Assignments**

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

#### **2. Force Majeure**

The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

#### **3. Order of Precedence**

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

**4. Entire Agreement**

This contract, together with the RFP and its amendments and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

**5. Board Resolution/Signature Authority**

The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

**6. Warranty to Comply with State and Federal Regulations**

The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

**7. Warranty of Removal of Conflict of Interest**

The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

**8. Corporation Requirements**

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

- a. 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.
- b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana- the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The contractor must provide written assurance to the 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.

**9. Contract Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

**10. Right To Audit**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the

contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

#### **11. Contract Modification**

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

#### **12. Severability**

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

#### **13. Applicable 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.

### **B. Mutual Obligations and Responsibilities**

The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

### **C. Retainage**

The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

### **D. Indemnification and Limitation of Liability**

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. 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.

3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
4. 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.
5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **E. Termination**

### **1. Termination For Cause**

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

**2. Termination For Convenience**

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

**3. Termination For Non-Appropriation Of Funds**

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

**F. Independent Assurances**

1. The Department will also require the Contractor and/or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. When required by the state the contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/program reviews and audits.
2. These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit firm will submit to the Department and/or Contractor a final report on controls placed in operations for the project and includes a detailed description of the audit firm's tests of the operating effectiveness of controls.
3. The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. When required by the Department, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State. If cost of the audit is to be borne by the Contractor, it was included in the response to the RFP.

**Attachments:**

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. DHH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Sample Cost Breakdown Template**



**Veteran-Owned and Service-Connected Small Entrepreneurships  
(Veteran Initiatives) And Louisiana Initiative for Small Entrepreneurships  
(Hudson Initiative) Programs**

***Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.***

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.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

**Proposer Status and Reserved Points**

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504> and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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/anonymouse?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network

<http://wwwpr1.doa.louisiana.gov/osp/lapac/vendor/srchven.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.

## CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer 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 at least 90 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **15** 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>).

**Authorized Signature:**

*Original Signature Only: Electronic or Photocopy Signature are NOT Allowed*

**Print Name:**

**Title:**

DHH - CF - 1  
Revised: 2011-06

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

**CFMS:  
DHH:  
Agency #**

**AND**

**FOR**

Personal Services  Professional Services  Consulting Services  Social Services

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

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

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

13) Maximum Contract Amount

14) Terms of Payment

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.

<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	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):

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

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

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

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

11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..
16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S.40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

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

23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

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

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME</b>	
<b>TITLE</b>	

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 and Hospitals (“DHH”) 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 DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH 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 (DHHS) 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 DHH.
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 DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
  10. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
  11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
  12. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
  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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
  14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
  16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
  17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor 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 V

### Fee Per Transaction Cost Template

**Instructions:**

The proposer shall complete the table below as follows:

For each range listed, enter proposed Fee Per Transaction Rate. The Fee Per Transaction Rate shall be for all 3 years. Multiply the maximum number in each range category by the proposed Fee Per Transaction Rate listed to calculate the totals. Add the individual totals to obtain a grand total.

Range	Fee Per Transaction Rate	Total
<b>0 – 100,000</b>		
<b>100,001 – 200,000</b>		
<b>200,001 – 300,000</b>		
<b>300,001 – 500,000</b>		
<b>500,001 – 750,000</b>		
<b>750,001 – 1,000,000</b>		
<b>1,000,001+</b>		
<b>GRAND TOTAL</b>		

## Implementation Cost Template

**Instructions:**

If there are any implementation fees associated with providing services in the RFP, these fees shall only be charged in year one of the contract. The implementation fee shall be a one-time fee.

Item	Cost
<b>Total</b>	

## Total Cost Template

Fee Per Transaction Rate Years 1-3	Implementation Fee Year 1 ONLY	Total