



REQUEST FOR PROPOSAL

**STAFF AUGMENTATION FOR LOUISIANA STATE DEPARTMENT OF
HEALTH AND HOSPITALS LOUISIANA MEDICAID MANAGEMENT
INFORMATION SYSTEM SERVICES AND MEDICAID ELIGIBILITY
DATA SYSTEM**

**DEPARTMENT OF HEALTH AND HOSPITALS
BUREAU OF HEALTH SERVICES FINANCING (MEDICAID)**

RFP # 305PUR-DHHRFP-FI&EMEDS-MVA

PROPOSAL DUE DATE/ TIME:

2:00pm, August 26, 2013

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Glossary

ADA- Americans with Disabilities Act

Agency- refers to the Bureau of Health Services Financing

APD- Advance Planning Document

APDU- Advance Planning Document Update

BHSF-Bureau of Health Services Financing

Can- denotes desirable action, but not a mandatory requirement.

CHIP- Children's Health Insurance Program

CMS- Centers for Medicare and Medicaid Services

Contractor- Any organization or entity, public or private, awarded the RFP's expectant resulting Contract with the DHH System.

COTS- Commercial Off-The- Shelf

CSI- Claim Status Inquiry

DCFS- Department of Children and Family Services

Department- refers to Department of Health and Hospitals.

Department of Health and Hospitals- Louisiana state executive branch agency whose mission is to promote health and ensure access to medical, preventive and rehabilitative services for all citizens of the State of Louisiana.

DHH- Louisiana Department of Health and Hospitals

Discussions- Formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.

DSS/DW-Decision Support System/Data Warehouse

ECR- Electronic Case Record

EDI- Electronic Data Interchange

EEOC- Equal Employment Opportunity Commission

EMR- Electronic Medical Record

Enrollees- Individuals actively enrolled in one or more Medicaid programs.

FI- see Fiscal Intermediary

Fiscal Intermediary- the Department of Health and Hospitals/Bureau of Health Services Financing (BHSF)contractor thatprocesses Medicaid claims, issues Medicaid payments to providers, handles provider inquiries and complaints, provides training for providers and is responsible for issuance of medical eligibility cards to Enrollees.

HCBS- Home and Community-Based Services

Health Insurance Portability and Accountability Act (HIPAA)- The HIPAA Privacy Rule provides Federal protections for protected health information (PHI) held by covered entities and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of protected health information needed for patient care and other important purposes.

HIE- Health Information Exchange

HIM- Health Information Systems

HIPAA- see Health Insurance Portability and Accountability Act

IAPD- Implementation Advance Planning Document

ICF/DD- Intermediate Care Facilities/Developmentally Disabled

LMMIS- Louisiana Medicaid Management Information System

LaCHIP-Louisiana Children's Health Insurance Program, Louisiana's name for Title XXI program that provides health coverage to certain children under age 19

MARS- Management and Administrative Reporting System

May - denotes desirable action, but not a mandatory requirement.

Medicaid- theUnited States public health program which provides payment for health care services of eligible elderly, disabled and low-income persons. Medicaid is funded by both Federal and state governments.

Medical Vendor Administration-the Section of the Louisiana Executive Budget (-09-305)containing funding for Medicaid Program administration

MEVS- Medicaid Eligibility Verification System

MITA- Medicaid Information Technology Architecture

Must - denotes actions which are considered mandatory by the Contractor.

MVP- Medical Vendor Payments

NCCI- National Corrective Coding Initiative

NiAS- Notices System

OLA- Online Application

Original: denotes must be signed in ink.

PA- Prior Authorization

PAPD- Planning Advance Planning Document

PHI- Protected Health Information

PHR- Personal Health Record

POS- Point of Sale

PPACA- Patient Protection and Affordable Care Act

Prime Contractor- Proposer, and subsequent Contractor, that submits a bid in response to the RFP.

Proposal- Document(s) submitted by the responsible Proposer pursuant to the Request for Proposals (RFP).

Proposer- One who submits a response to the RFP.

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

Request for Proposal (RFP)- the document which outlines the required services, conditions and terms of submitting a responsible and competitive Proposal for consideration by the Department of Health and Hospitals.

RFP- Request for Proposal

SLA- Service Level Agreements

SFP- Solicitation for Proposals

SME- Subject Matter Experts

SOA- Service-oriented Architecture

Shall- denotes actions which are considered mandatory by the Contractor.

Should - denotes desirable action, but not a mandatory requirement.

State- State of Louisiana.

TPA- Trading Partner Agreement

Will- denotes mandatory actions expected of the Contractor to achieve project goals.

I. GENERAL INFORMATION

A. Background

Department Background

The mission of the Department of Health and Hospitals is to promote health and ensure access to medical, preventive and rehabilitative services for all citizens of the State of Louisiana. The Department is dedicated to fulfilling its mission by providing quality health services through the development and stimulation of effective health management programs and the efficient utilization of available resources.

DHH is comprised of the Bureau of Health Services Financing (BHSF, which is the Louisiana State Medicaid agency), 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.

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.

The Undersecretary directs the Office of Management and Finance and manages the Department's \$8 billion budget. The Undersecretary also oversees the Medicaid program, as well as the administrative divisions with departmental responsibilities for budget preparation, financial forecasting, research and planning, purchasing, personnel, training, Contracting, program evaluation, quality assurance, payment management, accounting, data processing, strategic and operational planning.

The Bureau of Health Services Financing (BHSF) is the administrative agency responsible for the Medicaid program. Medicaid is the program which provides payment for health care services to qualified applicants who are age 65 or above, have a disability and persons with low-income. Funded by both Federal and State governments, Medicaid provides reimbursement for medical benefits such as physician, hospital, laboratory, X -ray, and nursing home services; optional services for adults include services such as pharmacy and intermediate care facilities for the developmentally disabled (ICF/DD). Medicaid also provides funding for Center for Medicaid Services (CMS)-approved Home and Community-Based Services (HCBS) through a waiver or State plan services.

The Medicaid Management Information Systems (MMIS) Section within BHSF is the organizational unit responsible for day-to-day oversight and management of Louisiana's certified MMIS and the Medicaid Fiscal Intermediary (FI) Contract.

In State Fiscal Year (SFY) 2012, approximately 60.5 million Fee-for-Service Medicaid claims were processed and approved for a total of nearly \$5.6 billion in provider payments. An additional 1.3 million encounter claims were processed and approved with the implementation of Medicaid managed care (Bayou Health) in February 2012 and the Louisiana Behavioral Health Partnership (prepaid inpatient health plan for Medicaid behavioral health services) in March 2012. In SFY 2012 Louisiana Medicaid had 1.38 million unduplicated eligible's. The MMIS maintains recipient eligibility and claims data for nearly 2.6 million open and closed individuals. The FI enrolls and the MMIS maintains data on approximately 34,661 qualified Medicaid

providers, including submitters and providers who are prescribing only for members of a Bayou Health Plan.

The Eligibility Systems Section within BHSF is responsible for assuring the day to day operation of the Medicaid Eligibility Data System (MEDS), and all other systems used by Medicaid eligibility staff to perform their tasks on a daily basis. This includes the Electronic Case Record (ECR), Online Application (OLA), Notices System (NiAS) and other ancillary applications used in the determination of eligibility. MEDS is the system responsible for capturing/maintaining/transmitting Medicaid and CHIP eligibility. The MEDS system is vital to the Department to ensure established Medicaid eligibility is available for enrollees to receive services in a timely manner. The MEDS system is also responsible for transmitting the Medicaid eligibility data to the Department's Fiscal Intermediary on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services provided to Medicaid enrollees.

Claims System Infrastructure Background

Following re-procurement, Systems Development Corporation (SDC) assumed operations of the LMMIS on January 1, 1984. SDC was acquired by Burroughs Corp in 1985 and in 1987, Burroughs Corp merged with Sperry Company to form United Information Systems Development Corporation (Unisys). Through these two ownership changes, the Louisiana Medicaid FI continued to operate under the name SDC. In 1989, Unisys changed the name of SDC to Paramax and the FI was operated by Paramax until 1993 when Unisys established Unisys Health Information Systems (HIM) and changed the name. In 2010, Unisys HIM was purchased by Molina Medicaid Solutions (Molina). The current Contract with Molina provides for a five-year base Contract term plus five option years. The final option year ends December 31, 2014.

Molina operates the current LMMIS on two platforms: one a mainframe platform for the LMMIS and a second mainframe platform for the Point of Sale (POS)/Medicaid Eligibility Verification System (MEVS)/Claims Status Inquiry (CSI). The information transmitted from these platforms is passed using T-1 lines through the Molina frame-relay and Molina HealthNet frame-relay into the data warehouse, state systems, and to state Contractors.

The local Molina system receives its transmission from the Molina HealthNet and frame-relay. Once in the LMMIS, data is fed into the MARS warehouse which is part of the overall data warehouse. State agencies also feed data in to the data warehouse, which is totally isolated from the rest of the system and does not have a reporting tool attached for easy retrieval of data.

Extracts of the MARS warehouse and other data warehouse data are then relayed by routers to a standalone or silo Program Integrity (PI) system in the Department as well as the Department LAN. The data warehouse is accessible by Department staff through Department LAN authorization or by PI system authorization.

A dedicated frame-relay provides a feed to the agency via the Molina CISCO router, which is not managed by the State. Once into the CISCO router, data is transmitted to the Department LAN and the DSS/DW host. The DSS/DW host provides access to the system for the Department field offices while the Department LAN provides access to the Department sections and staff in the main office. These are separate hosts and have different capabilities and access. For instance, the Department field offices have absolutely no access to information in the data warehouse and the users that have access though the Department LAN do not have real-time access to information that is entered by the Department field office staff.

Two (2) frame-relays take data to State agencies and Contractors. The first is dedicated to providing extracted information to and from the Attorney General System and the Louisiana State

University (LSU) School of Dentistry System. Again, these are two separate systems from each other, the LMMIS and POS. Neither system has access to the data warehouse information.

Any information these systems pass back to the LMMIS is uploaded during batch processing. The other relay is for the silo systems used by Contractors for Pharmacy, Prior Authorization (PA) and Surveillance and Utilization Review System (SURS) functions. The University silo system takes an extract from the data warehouse, LMMIS and the POS, which is loaded into the system where analysis is performed. The University silo system then passes data back to the data warehouse, LMMIS and POS for upload via a batch process. The same is true for the silo system for SURS and PA; extracted data is provided for loading into the system and then data is passed back and loaded via a batch process. The Pharmacy website is also separate from the LMMIS and only batch processing access is granted into the LMMIS. All of the functions conducted by these silo systems and websites would be much more efficient if the state agencies and Contractors had direct access to the LMMIS.

MEDS is the system responsible for capturing, maintaining, and transmitting Medicaid eligibility information both internally to BHSF and to external agencies as required. MEDS is vital to DHH to ensure established Medicaid and CHIP eligibility is available for confirmation to external entities as necessary; this allows Medicaid enrollees to receive services in a timely manner. MEDS is also responsible for transmitting the Medicaid eligibility data to the Department's FI on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services provided to Medicaid enrollees.

MEDS currently stores individual and case records in an ADABAS database on a legacy mainframe system operated by the Department of Children and Family Services (DCFS) and located in the Louisiana Information Services Building in Baton Rouge. Multiple state programs operate concurrently on this mainframe, with established network connections between various programs. Business logic related to eligibility determinations is written in Software AG's Natural language. Online execution is governed by IBM's CICS (Custom Information Control System).

The current Medicaid Eligibility Data System (MEDS) has been in operation since 1999. The system architect/designer of MEDS is also the current maintenance and support contractor. MEDS operates for the purpose of maintaining records of individuals eligible for services through Louisiana's Medicaid program. Eligibility information is passed to the MMIS on a daily basis to ensure proper claims payment for providers and access to services for the state's Medicaid population. MEDS is a mainframe-based system operating on the Natural/ADABAS software development platform, considered to be a legacy programming language by conventional industry standards. Eligibility determinations are currently a mix of manually conducted decisions made by Medicaid eligibility analysts using data collected directly from the customer or automated systems and automated decisions that are conducted through external system interfaces. In concert with the MEDS business rules, results are recorded and stored on MEDS system hardware.

The current MEDS legacy mainframe system contains business logic written in Software AG's Natural language. Roughly 1500 users connect via 3270 terminal interface, which may be emulated. Online execution is governed by IBM's CICS. The current technology is written in outdated language and is difficult to find programmers to support and develop in this environment. Continuous updates are required to maintain day to day operations and system edits take longer to program in this language and are typically more costly. There is an extremely high learning curve for new staff, familiar with a PC environment, to acquire the necessary skills to move through "green screens". New staff must spend months learning complex policy in order to make manual eligibility decisions and the process of keying redundant manual data is non-productive and inefficient.

B. Purpose of RFP

This Request for Proposals (hereinafter referred to as the “RFP”) is issued by the Bureau of Health Services Financing (hereinafter referred to as “Medicaid” or “BHSF”) through the Department of Health and Hospitals (hereinafter referred to as “Department” or “DHH”) for soliciting Proposals as allowed by Louisiana Revised Statute 39:1503 from bona fide, qualified Proposers for the purpose of obtaining staff augmentation to assist in determining the direction of Louisiana Medicaid Management Information System (LMMIS) and Medicaid Eligibility Data System (MEDS). The vision of the Department focuses on the need to improve our service delivery to our external customers and providers, as well as improving work processes and tools for our staff. Toward this end, the Department of Health and Hospitals (DHH) will need assistance in performing an in-depth analysis of needs, available technology, and State and Federal requirements to identify opportunities to reduce duplication of services and to increase performance. Additionally, the Contractor will work with DHH in the collection of requirements, developing Advance Planning Documents (APDs) and any associated necessary documents (e.g., Implementation APD, APD, and APD Update). Assistance is needed to augment staff throughout the development, award and contract negotiation processes for Solicitation for Proposal (SFP) or Request for Proposals (RFP) development regarding LMMIS services and MEDS, as well as RFPs for Independent Verification and Validation (IV&V) services. The successful proposer will assist in ensuring DHH obtains the maximum benefit in technology, business processes and human resources.

C. Invitation to Propose

The Department invites qualified proposers, as determined per Section I.D, “Key Requirements”, to submit Proposals for staff augmentation/project management services to assist in determining the direction of LMMIS and MEDS, which includes providing assistance for the procurement of LMMIS and MEDS services in accordance with the specifications and conditions set forth herein

D. Key Requirements

The Prime Contractor must demonstrate the following minimum qualifications to be considered for award:

- Ten (10) years of project management experience for large scale (\$10M+) information technology solutions.
- Five (5) years of experience with project management of Medicaid systems implementation efforts.
- Assisted in producing five (5) or more Advance Planning Documents (APDs), Implementation Advance Planning Documents (IAPDs) and/or Planning Advance Planning Documents (PAPDs), which were approved by CMS.
Assisted in producing five (5) or more Request for Proposal (RFPs) which were approved by the Centers for Medicare and Medicaid Services (CMS), which resulted in successful awards.

E. RFP Coordinator

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

Randy Curvan
DHH LMMIS/FI PROJECT DIRECTOR
Office of Management and Finance/Bureau of Health Services Financing (Medicaid)
Department of Health and Hospitals
Mailing Address: P. O. Box 91030 Baton Rouge, LA 70821-9030
Physical Address: 628 N. 4th Street Baton Rouge, LA 70802
Phone: 225.342.9076
FAX: 225.242.0424
Email:randy.curvan@LA.GOV

*** Note: Randy Curvan is presently serving as DHH LMMIS/FI Project Director and will assume those responsibilities as noted in this RFP and in related official correspondence.**

2. This RFP is available in pdf at the following weblinks:
<http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>and
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

F. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:
<http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>and 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.

G. Pre-Proposal Conference

1. A pre-proposal conference will not be held for this RFP.

H. Schedule of Events

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

<u>Event</u>	<u>Date</u>
Public Notice and Advertise RFP	<i>Tuesday, July 23, 2013</i>
Deadline for Receipt of Written Questions	<i>2:00pm , July 31, 2013</i>
Response to Written Questions	<i>4:00pm, August 9, 2013</i>
PROPOSAL OPENING DATE (Deadline for Receiving Proposals)	<i>2:00pm, August 26, 2013</i>
Proposal Evaluation Begins	<i>August 29, 2013</i>
Contract Award Announced	<i>September 6, 2013</i>
Contract Negotiations Begin	<i>September 9, 2013</i>
Contract Begins	<i>September 23, 2013</i>

I. 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>

and 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. SCOPE OF WORK

A. Project Overview

The Department purposes to obtain staff augmentation to assist in determining the direction of LMMIS and MEDS. The vision of the Department focuses on the need to improve our service delivery to our external customers and providers, as well as improving work processes and tools for our staff. Toward this end, the Department of Health and Hospitals (DHH) will need assistance in performing an in-depth analysis of needs, available technology, state and Federal requirements to identify opportunities to reduce duplication of services and to increase performance. Additionally, the Contractor will work with DHH in the collection of requirements, developing APDs (e.g., IAPD, APD, and APDU) as necessary. Assistance is needed to augment staff throughout the development, award and contract negotiation processes for Solicitation for Proposal (SFP) or Request for Proposals (RFP) development regarding LMMIS services and MEDS, as well as RFPs for Independent Verification and Validation (IV&V) services. The successful proposer will assist in ensuring DHH obtains the maximum benefit in technology, business processes and human resources.

Note: The Department is learning through this process the internal and external dependencies and interfaces. This allows for the creation of a road map that can be included in our technology plans and keeps efforts coordinated. Flexibility is also being included in the thinking to allow the Department to reengineer its structure following a thorough analysis of all available options.

It is anticipated that most of the work will be performed on-site in Baton Rouge, La. Off-site work will only be contemplated on an exception basis and will require pre-approval by DHH. While some exceptions may be granted, work shall occur between DHH's core business hours (7:00 AM and 6:00 PM) to ensure maximum knowledge transfer.

Note: The Proposer shall comply and conform with Medicaid Information Technology Architecture (MITA) business processes, areas and strategies during the development and procurement of an LMMIS services and MEDS solution. See Appendix II for MITA Business Areas descriptions. The Proposer shall also comply with all HIPAA laws and rules applicable to this Contract. See Attachment IV for the HIPAA Business Associate Addendum.

B. Deliverables

Anticipated deliverables are listed below by calendar year quarters (i.e., Q1 January – March, Q2 April – June, Q3 July – September and Q4 October – December). However, DHH reserves the right to make slight alterations, while remaining within the original scope and staffing requirements, during contract negotiations, at which time a detailed project plan must be approved by the Department with liquidated damages associated with specific milestones.

Phase 1: Begins Q3 2013

Contractor shall develop a project governance plan which will include, but is not limited to, the development and maintenance of the following:

- Integrated Project Plan with detailed timeline of expected deliverables for entire effort. All project plans will be delivered using Microsoft Project.
- Resource Plan
- Change Management Plan
- Communications Plan

- Issues and Risks Plan
- Project documentation collaboration plan
- Project status reporting plan and ongoing report deliverables (stakeholders and executives)
- Conduct training for LA staff regarding needed skills to perform their roles in the project effort.

Phase 2: Begins Q3 2013

Contractor shall research and evaluate alternative approaches to project implementation, including, but not limited to:

- Maintaining current systems
- Building a custom solution
- Implementing a solution from another state
- Implementing shared service in coordination with another state

Contractor shall also perform or provide the following:

- Development of Advanced Planning Document(s) and all components thereof
- Development of IV&V RFP(s) and related processes through award
- Development of SFP/RFP(s) related to Medicaid eligibility and enrollment and MMIS systems
- Development of Integration plan between new/existing solutions

Phase 3: Begins Q1 2014

The Contractor is expected to perform or provide the following:

- Development of and participation in evaluation, review and award process
- Participation in Contract negotiation process
- Transition all project documents and files to DHH staff and selected vendor.

C. Current Systems Assessment

MMIS

The current Louisiana MMIS, initially launched in 1984, has over forty (40) components comprised of a mixture of mainframe hardware, coding, and software applications residing on client servers, computers, or web-based servers. This mixture of coding and applications has limited Medicaid's ability to respond in times of crisis as well as complying with regulatory changes.

Examples include:

- Current system has hard coded logic that must be changed by technical staff with knowledge of COBOL. New systems are easier to maintain since they are more table driven or rules based. This means that non-technical staff can make changes resulting in decreased costs to maintain system or make changes;
- Limitations of the current system have caused Medicaid to invest dollars in stove-pipe systems and/or “workarounds” because the current LMMIS cannot easily support the new functionality or cannot be changed timely. Those systems and/or “workarounds” sometimes only meet the minimal needs while increasing costs for maintaining data in multiple places which shall be synchronized or exchanged;

- Current COBOL system, originally implemented in 1984, has limited documentation. More senior, knowledgeable staff is required because of the lack of documentation, antiquated user presentation, and manual “workarounds”. Senior programmers who have maintained critical components of the system are approaching retirement. The learning curve for new staff to become familiar with the LMMIS is lengthy;
- Ability to generate ad hoc or new management reports is limited to a select number of persons who have knowledge of the system and data. In most instances, the data resides in multiple databases and data extracts may differ depending on the person creating the report and where the data was obtained;
- Many business processes within Medicaid are paper intensive because of system limitations;
- The current system is limited in the data elements and/or historical data that can be maintained to support Medicaid operations during disasters. The ability to easily turn on/off specific edits to support disaster related claims processing does not exist. As such, Medicaid is required to turn on/turn off more edits than required. This can result in higher claim costs; and
- Current system does not have ability to implement cost avoidance programs within the claims processing. As such, Louisiana Medicaid does much more "Pay and Chase" processing than other states. Collection of monies after payment is much more difficult.

The MMIS of the 21st Century is different from the legacy systems. The new systems being developed for states are based on a modular design. This means that modular subsystems can be added and work seamlessly with each other. In the new MMIS systems, core functionality supports the payment of claims (and capitation payments in states with managed care programs), while other business specific subsystems, often developed and/or operated under separate contracts, support other business areas such as pharmacy, decision support system/data warehouse (DSS/DW), and dental. The concept of implementing a MMIS using the best subsystems available allows states to customize their MMIS for their unique needs.

MEDS

The current MEDS legacy mainframe system contains business logic written in Software AG’s Natural language. Roughly 1500 users connect via 3270 terminal interface, which may be emulated. Online execution is governed by IBM’s CICS (Custom Information Control System).

Issues with the current MEDS solution include:

- The current technology is written in outdated language and is difficult to find programmers to support and develop in this environment.
- Continuous updates are required to maintain day to day operations and system edits take longer to program in this language and are typically more costly.
- There is an extremely high learning curve for new staff, familiar with a PC environment, to acquire the necessary skills to move through ‘green screens’. New staff must spend months learning complex policy in order to make manual eligibility decisions and the process of keying redundant manual data is non-productive and inefficient.

New solutions for both LMMIS and MEDS should focus on better use of resources through more advanced systems which will allow Louisiana to experience the following outcomes:

- Control ever increasing operational needs more efficiently;

- Capture and maintain less redundant data in a single repository;
- Provide better reporting capabilities for more efficient administration of the programs and systems; and
- Respond quickly to emergencies or new mandates.

D. Project Goals

BHSF intends for this contract to enhance efficiency of the LMMIS and MEDS Project, including the development of timely and quality strategic plans and procurement documents, which will result in positive outcomes. It is expected the Contract will result in:

- Project management and staff augmentation, pertaining to the needs outlined in this RFP, throughout contract term.
- Recommendation of solution that aligns with MITA, SOA, and the Seven Standards and Conditions.
- Procurement support resulting in successful contract awards and CMS approval of enhanced funding of such contracts.

E. Objectives

For the purpose of obtaining staff augmentation for the LMMIS services and MEDS project, the Department sets forth the following objectives, which are services the Contractor will provide during the Contract's term:

- Assist DHH in the evaluation of the following options, including but not limited to:
 - Continuing to maintain current systems for MMIS and Medicaid Eligibility and Enrollment
 - Building a custom solution to upgrade and or totally replace all or part of the existing systems
 - Implementing a solution that includes transfer of a system operating in another state's Medicaid program with some customization.
 - Implementing shared MMIS and/or Medicaid Eligibility and Enrollment service in coordination with another state
- Assist the DHH team in the administration and evaluation process of the solution-based vendor.
- Partner with the DHH team to provide assistance in project management, project administration, quality assurance, training, change management and stakeholder communications for both the LMMIS and MEDS projects.
- Augment DHH's subject matter experts, on a one-on-one basis, to provide guidance, expertise and support on technical and functional subject matters related to the LMMIS services and MEDS projects.
- Develop a detailed description of the existing MMIS and MEDS technical environments.
- Develop a detailed description of existing DHH and Medicaid business environments.
- Identify all goals and objectives for changes to existing Eligibility and Enrollment (MEDS) and LMMIS systems.

- Identify goals, objectives, and desired outcomes for IV&V services with the purpose of instituting established governance policies for LMMIS services and MEDS.
- Compile comprehensive glossaries of terms and acronyms.
- Recommend criteria for Proposals (e.g., maximum pages for responses).
- Research options and development for decision points.
- Make recommendation for electronic physical procurement library content and policies.
- Identify systems and business processes for which separate procurement and integration into MMIS is an option.
- Provide a cost sharing, support and maintenance model designed to respond pro-actively and timely to Federal mandated changes which will allocate the cost burden to the user–state community.
- Provide administration, SFP/RFP development, evaluation, selection and the award processes for a solution-based procurement of a statewide system(s) to address DHH processing needs for the LMMIS and MEDS project, including:
 - Implementing a solution that is cost effective and efficient;
 - Meeting or exceeding Federal certification standards with Federal financial participation by CMS;
 - Meeting or exceeding Seven Standards and Conditions for Enhanced Match for Federal Eligibility & Enrollment Systems effective first day of implementation of MEDS;
 - Meeting or exceeding all requirements in 42 CFR Part 433, Subpart C, and Part 11 of the State Medicaid Manual;
 - Providing the information and processing capabilities necessary to support all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including accepting and sending all electronic data interchange (EDI) formats in the current version at the time of implementation and continuing to implement the current versions in line with the implementation dates set by CMS. This could entail the simultaneous use of two version of the transactions and code sets;
 - Providing a solution with on-line Web capabilities for all authorized users, including providers and enrollees;
 - Compliance with HIPAA Privacy and Security requirements; and
 - Utilization of commonly used and state-of-the art Commercial-Off-The-Shelf (COTS) products wherever possible. An extensive and active user base community which ensures that the various system and software components remain current, readily available, and easily upgradeable. Selecting the right product vendor is also important to ensure that modifications and customization needed by DHH are easily accomplished with no additional cost.

F. Dedicated Personnel

The Contractor must provide, at minimum, the following dedicated personnel for duration of the Contract's term:

Note: DHH reserves the right to approve all staff selection prior to appointment.

Project Director

Contractor will provide a dedicated Project Director who will function as the Contractor's primary point of contact for Contract administration and coordination of Contractor's staff and responsibilities.

The Project Director shall, at a minimum, have the following demonstrated experience and skills:

- Ten (10) years' experience in managing and directing large-scale public sector projects.
- Successful Large-scale project management (\$10M+)
- Public relations and community outreach skills as evidenced by references
- Consensus building abilities
- Change management experience
- Contract negotiation experience
- Large project procurement experience
- Public sector experience

Procurement SFP/RFP/APD Consultants

Contractor will provide expert solution-based procurement consultants to help DHH staff develop and draft the SFPs/RFPs and associated APDs. The consultants will also assist in administering and evaluating the Proposals received in response to SFP/RFP for solution-based services.

Tasks associated with this position will include:

- Procurement strategies, processes, and documentation.
- Preparation of responses to vendor queries.
- Pre-Proposal conference(s) and meetings.
- Vendor evaluation and selection (demonstrations, scripts, site visits, gap analyses, interviews, cost analyses, and recommendations).
- Contract negotiation.

All LMMIS Services and MEDS Solution-Based Procurement RFP/APD Consultants appointed to this Contract shall meet the minimum following qualifications:

- At least five (5) years of technical writing experience.
- Experience in developing and managing APDs through the CMS approval process.
- Experience in developing procurement documentation and managing the procurement process through successful contract award.

Project Management and Administration Consultants

Contractor will provide experienced consultants to assist DHH staff to determine the direction of LMMIS and MEDS and to provide the following:

- Project organization, governance, administration, planning, controls and oversight.
- Communications through the project portal, team collaboration, project reporting, project documentation methodologies, and public relations

- communications with DHH stakeholders.
- Change management and issue control.
- Preparing and maintaining project work plan, project staffing, project budget/cost, management, resource allocation and control, and time reporting.
- Implementation planning and cost management
- Quality assurance

All Project Management and Administration Consultants must have, at minimum, ten (10) years' experience in project management of large-scale projects (\$10M+).

Subject Matter Experts

Contractor will provide functional and technical subject matter experts to augment the DHH personnel on the LMMIS and MEDS project. These subject matter experts (SMEs) will team up with their DHH counterpart to successfully develop the future direction and components required for the proposed solution.

The Contractor shall provide SMEs with proven and current expertise with a minimum of three (3) years in the following subject matters:

Note: Consulting experience or broad experience on Medicaid services cannot be substituted. Contractor may propose as many individuals as necessary to satisfy experience requirements for all of the following subject matter areas:

- Medicaid Management Information Systems
- Medicaid Fiscal agent/intermediary
- Surveillance and Utilization Reviews
- Patient Protection and Affordable Care Act*
- Eligibility Determinations
- Eligibility and Enrollment Medicaid Systems
- Program Integrity
- Public Financing
- Medicaid Managed Care
- Utilization Management
- Analytics and Reporting
- Third Party Liability

**Note: Exception to minimum experience qualification will be made in regard to PPACA expertise. Contractor may provide SME(s) with a minimum of one (1) year experience in PPACA subject area.*

Senior Technical Consultants

Senior Technical Consultants will design solutions applicable to Medicaid claims processing and Medicaid eligibility and enrollment and should therefore have, at a minimum, the following demonstrated experience and skills:

- Successful Project management experience
- Public relations and community outreach skills as evidenced by references

- Consensus building abilities
- Technical experience on large projects, including infrastructure, database, security, data warehouse, business intelligence, management reporting, score card, various operating systems, integration and enterprise security experience
- Public sector experience
- Maintain a minimum of seven (7) years' experience in designing solutions applicable to Medicaid claims processing and Medicaid eligibility and enrollment. Multiple staff members may be used to meet this requirement but each assigned individual must maintain a minimum of at least seven (7) years in either Medicaid claims processing or Medicaid Eligibility and Enrollment. Contractor must ensure there are staff assigned with expertise in both Medicaid claims processing or Medicaid Eligibility and Enrollment

G. Dedicated Resources

It is the Department's intention to provide the following support and expertise for the Louisiana LMMIS/MEDS project. The Department shall have a full-time Project Management Team that will include a Project Manager, Project Control Officer, Deputy Project Manager, and team members to support the following specialty areas:

- Project Management & Operation Management
- Member Management
- Provider Management, Business Relationship Management, Program Integrity
- Program Management
- Contractor Management
- DHH IT
- Reporting

H. Liquidated Damages

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.

- Late submission of any required report - \$500.00 per working day, per report.
- Late completion of any required milestone, as determined during contract negotiations - \$2,500.00 per working day, per milestone.
- Failure to fill vacant contractually required key staff positions within thirty (30) days - \$500.00 per working day from thirty-first (31st) day of vacancy until filled with an employee approved by the Department.
- 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 - \$100.00 per client.
- Late submission of invoices beginning ten (10) business days after the stated due date - \$500.00 per working day per invoice.

The decision to impose liquidated damages may include consideration of some or all of the following factors:

- The duration of the violation;

- Whether the violation (or one that is substantially similar) has previously occurred;
- The Contractor's history of compliance;
- The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
- The "good faith" exercised by the Contractor in attempting to stay in compliance.

I. Fraud and Abuse

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

J. Technical Requirements

The Contractor shall maintain hardware and software sufficient to successfully perform the services detailed in this RFP. The Contractor is expected though to maintain hardware and software compatible with current DHH requirements:

- IBM compatible PC
- Intel Core i5 or equivalent (or compatible successors)
- 4 Gig of RAM memory (minimum)
- Enough spare USB ports to accommodate thumb drives, etc.
- 128GB Hard Drive (minimum)
- Ethernet LAN interface for laptop and desktop PCs
- Printer compatible with hardware and software required
- High speed internet with email
- DVD\CD ROM
- Windows XP, SP3 or later version of operating system (minimum)
- Windows Internet Explorer 8.0 (or later) and Microsoft Office 2007 or later
- Appropriate firewalls for internet security
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

K. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

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

L. Performance Bond

1. The successful Proposer shall be required to provide a performance (surety) bond in the amount of three million dollars (\$3,000,000) to be renewed annually for the life of the Contract. The bond is to insure the successful performance under the terms and conditions of the Contract negotiated between the successful Proposer and the State.
2. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.
3. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of ten percent (10%) of policyholder's surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent (15%) of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.
4. The performance bond is to be provided within ten (10) business days from request. Failure to provide the performance bond within the time specified above may cause a proposal to be rejected.
5. In the event the Department exercises any of the optional years of the Contract, the surety shall be granted the right to review the extension of the performance bond, reserving full rights to extend at each instance of extension of the Contract. Refusal of such surety to extend will not relieve the Contractor of its obligation to procure and maintain the performance bond as described above. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.
6. The performance bond shall be forfeited under the following circumstances:
 - a. If the Contract is terminated during the Contract term for cause or default.
 - b. If the Contract is terminated during the Contract term for bankruptcy as provided in the Contract.

The performance bond shall not be forfeited if the Contract is terminated during the Contract term for convenience of the Department.

M. Insurance Requirements

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

1. Contractor's Insurance

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

2. Compensation Insurance

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

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

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

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

N. Resources Available to Contractor

BHSF 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.

O. Contact Personnel

All work performed by the contract will be monitored by the contract monitor which will be identified to the successful contractor.

P. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. Any contract resulting from this RFP will have an initial duration of three (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. 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

Q. Payment Terms

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 contract monitor or his designee.

III. 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

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.

D. Rejection and Cancellation

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

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

E. Award Without Discussion

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

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.

G. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

H. Errors and Omissions

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

I. 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.

J. Procurement Library/Resources Available To Proposer

The Procurement library is to provide internal Medicaid reports and documents for use as a resource in the development of the Proposal. However, the Department does not warrant the accuracy of the documentation. Furthermore, the requirements specified in the RFP take precedence over any documentation in the Procurement Library if a conflict exists.

Proposers can access the Procurement Library Documents at the following link:

<http://www.dhh.la.gov/index.cfm/page/1615>

K. 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 one (1) electronic copy (CD or flash drive) of the entire proposal and nine(9) hard copies of the proposal. Proposer shall 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 4th 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

L. Proprietary and/or Confidential Information

1. 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.
2. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of 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.

M. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. 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.

N. Requested Proposal Outline:

- Introduction/Administrative Data
- Proposer Qualifications and Experience, and Viability
- Relevant Corporate Experience
- Personnel Qualifications
- Project Approach and Design Methodology
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

O. 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. This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name, e-mail address, and phone number. This section should also include a summary of the proposer's qualifications and ability to meet DHH's overall requirements.

It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any contract term, an explanation of each exception MUST be supplied.

- b. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH Office of Management and Finance/Bureau of Health Services Financing (Medicaid) as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- c. 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. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- d. 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)

e. 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. Proposer Qualifications and Experience, and Viability

a. The Proposer should give a description of their company including a brief history, corporate structure and organization, ownership structure, number of years in the business of partnering with public health agencies, financial strength and stability, volume of clients, evidence of existing customer satisfaction, etc.

b. Proposers must provide a list of five (5) references that meet and demonstrate the criteria specified in Section I.D, "Key Requirements". For each reference provide the institution or company name, contact person, address, telephone number, email address, description of work performed, Contract length and total value of the Contract.

Note: By providing this information, the Proposer certifies that they are empowered to use the names of references provided and agrees that the Department may contact these references.

6. Relevant Corporate Experience

The proposer should give a brief description of the company including a brief history, corporate structure and organization, number of years in business, number of employees, client base, and location of offices.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract and in designing, implementing, and supporting the type of project and solutions described in this section. Proposer should describe experience in implementing and supporting comparable systems in other states or in corporate/governmental entities of similar size and diversity with references from relevant entities that can attest to the proposer's ability to provide the services specified. DHH reserves the right to contact customer references to verify information in proposal.

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 24 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24 months. References shall include the name, email address and telephone number of each contact person.

- b. Proposer's project management experience on projects of similar size, scope, and complexity;
- c. Proposer's experience with project management, design and implementation of large scale systems;
- d. Proposer's experience bringing a project through implementation on time and on budget;
- e. Proposer's public sector experience;
- f. Proposer's experience implementing client-server applications;
- g. Stability of proposer's organization(s);
- h. Medicaid eligibility, enrollment, claims processing and services experience;
- i. Communications/Public Relations experience;
- j. Staff Training Experience;
- k. Business processes workflow design; and
- l. 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

The Proposer must identify and detail information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project, in accordance with the requirements stated in the Scope of Work, Appendix I.

- This information should include resumes that detail education, training, technical experience, functional experience, specific dates and names of employers, relevant and related project experience, past and present projects with dates and responsibilities, applicable certifications and any pertinent special skills.
- The Proposer should also specifically include the role and responsibilities of each identified person on this project, including but not limited to planned assignment to the project, level of effort, anticipated duration of involvement, lines of supervision with organizational chart, on-site availability. Customer references (name, title, company name, address and telephone number) should also be provided for the cited projects in the individual resumes.
- 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. All subcontractor personnel will be subject to DHH approval.

8. Project Approach and Design Methodology

This section should state Proposer's knowledge and understanding of the needs and objectives related to the overall Scope of Work contained in this RFP. Proposer should state the approach it intends to use in achieving each objective of the project as outlined in the Scope of Work, including an initial work plan.

The practicality and approach in the execution of each stage of the project will be examined. The Proposer should provide a detailed breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives will be considered as well as the Proposer's organizational approach to the project. Proposals should define Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements.

It is recommended the Proposer provide statements that address, demonstrate and discuss its understanding of:

- a. The nature of DHH's LMMIS services and MEDS project.
- b. Business practices, policies, and procedures in governmental entities in areas such as Medicaid, Enrollment and Eligibility and Program Integrity and other listed subject matter and specialty areas, and how this understanding will be used to execute potential project assignments.
- c. LMMIS and MEDS project planning, project management, project change control, and other project administration activities;
- d. LMMIS services and MEDS project risks and experience with the application of appropriate procedures to mitigate project-related design and implementation risks.
- e. Technical issues related to the LMMIS services and MEDS project, including hardware and software installation, configuration, conversion, training, and testing.
- f. Medicaid services related technical and functional design and any anticipated implementation issues.
- g. Implementing a comprehensive Medicaid services solution within the State's technical infrastructure and identifying issues that would prevent or impair implementation or operation across the State's heterogeneous environment.
- h. Processing LMMIS and MEDS Services Solution-based RFPs through evaluation, selection, and Contract negotiation processes;
- i. Adopting appropriate system and data security measures.
- j. Assuring change management issues are addressed. Assuring and planning communication efforts with all interested stakeholders and clients of DHH determined in conjunction with DHH Director of Communications.
- k. Development of comprehensive business processes workflow mapping.
- l. Approach to team structure and knowledge transfer.
- m. Developing and coordinating a training plan for State field staff.

8. Additional Information

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

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

- b. 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.

10. 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 a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined. The cost worksheet will be used for evaluation purposes.
- c. Contractor shall be paid based on actual hours worked.

P. 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 Fiscal Division.
- 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. Evaluation Criteria and Assigned Weights:

Criteria	Maximum Score
Approach & Methodology	20
Experience and Organization	40
Cost	30
Veteran & Hudson Initiative	10
Total Score	100

5. Approach and Methodology (Value of 20 points)

- a. Proposer will be scored based on their approach and methodology in the management and plan of execution to complete the objectives and achieve the desired outcomes and stated goals outlined in the Scope of Work.

- b. The quality of the proposed approach and methodology is based upon the discretion of the Committee and will contemplate innovative offerings and solutions that best meet the institution's requirements.

6. Experience and Organization (Value of 40 points)

Proposer will be evaluated by their ability to demonstrate their experience, financial stability, supporting resources, personnel marked for assignment and management that qualifies them to successfully comply with the requirements and Scope of Work detailed in this RFP.

7. Cost Evaluation (Value of 30 points)

- a. The proposer with the lowest total cost for all three (3) years shall receive 30 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 30$$

CPS = Cost Proposal Score
LPC = Lowest Proposal Cost of all proposers
PC = Individual Proposal Cost

- b. The assignment of the 30 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

Q. On-Site Presentations/Demonstrations

Not required for this RFP

R. Announcement of Award

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

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).
- C. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation. In the event of a personnel reassignment, the Contractor shall not be reimbursed for hours spent during training or knowledge transfer.
2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect 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. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Veteran and Hudson Initiatives
- II. Certification Statement

- III. DHH Standard Contract Form (CF-1)
- IV. HIPAA BAA
- V. Sample Cost Breakdown Template

**Minimum Required Language - Request For Proposal (RFP)
Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran
Initiative) 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.

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 <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC

19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.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. 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/iri/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

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CERTIFICATION STATEMENT

ATTACHMENT II

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have twelve (12) 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. No electronic or photocopy accepted.)

Typed or Printed Name: _____

Title: _____

Company Name: _____

**CFMS:
DHH:
AGENCY #**

Attachment III
DHH - CF - 1

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

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)		5) Federal Employer Tax ID# or Social Security # (11 digits)	
2) Street Address		6) Parish(es) Served	
City and 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 and State	Zip Code	8a) CFDA#(Federal Grant #)	

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

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
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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: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	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 agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning 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, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The

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

8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 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.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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Secretary, Department of Health and Hospitals or Designee

_____ TITLE	_____ TITLE
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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_____ TITLE	_____ TITLE
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(Rev. 1/04)

HIPAA Business Associate Addendum:

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”). The Department of Health and Hospitals, (“DHH”), as a “Covered Entity” as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records

2. “*Protected health information*” (“PHI”) means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

“*Electronic protected health information*” means PHI that is transmitted by electronic media or maintained in electronic media.

“*Security incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.

4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.

5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees’, agents’ or subcontractors’ actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.

11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.

12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

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

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to DHH any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

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ATTACHMENT V: COST WORKSHEET

Proposers must complete the Cost Worksheet to be considered for award. If it is not completed, the Proposer will be disqualified from consideration. Proposers should list individual staff by requested job title, number of staff per title, hours to be worked per year, hourly rate and total cost. Benefits, Travel, etc. to be paid should be considered inclusive when calculating the hourly rate. Complete totals should be calculated per year. Final accumulated totals for all three (3) years should be presented on the Total Cost Sheet.

YEAR 1

<u>STAFF</u>	<u>Quantity</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Year 1 Totals:				

YEAR 2

<u>STAFF</u>	<u>Quantity</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>

Year 2 Totals:				

YEAR 3

<u>STAFF</u>	<u>Quantity</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Year 3 Totals:				

PROJECT TOTAL COST SHEET

<u>STAFF TYPE</u>	<u>QUANTITY</u>	<u>HOURS</u>	<u>TOTAL COST</u>
TOTALS:			

ATTACHMENT VI: MITA BUSINESS AREAS

According to MITA 3.0, there are ten business areas that accommodate desired operational activities of the Medicaid Enterprise. These business areas can be further broken into business processes that form the basis of business activities on key enterprise operations and standard business practices. The business areas are described below.

Business Relationship Management

The Business Relationship Management business area is a collection of business processes that facilitates the coordination of standards of interoperability. This business area defines the exchange of information and Trading Partner Agreements (TPA) between the SMA and its partners, including collaboration among intrastate agencies, interstate agencies, and Federal agencies. These agreements contain functionality for interoperability, establishment of inter-agency Service Level Agreements (SLA), identification of the types of information exchanged, and security and privacy requirements. The Business Relationship Management business area has a common focus (e.g., data exchange standards and SLA) and is responsible for the business relationship data store.

Care Management Business Area

The Care Management business area illustrates the increasing shift away from the fee-for-service model of care. Care Management collects information about the needs of the individual member, plan of treatment, targeted outcomes, and the individual's health status. It also contains business processes that have a common purpose (e.g., identify members with special needs, assess needs, develop treatment plan, monitor and manage the plan, and report outcomes). This business area includes processes that support individual care management and population management. Population management targets groups of individuals with similar characteristics to promote health education and awareness. The Electronic Health Record (EHR), Electronic Medical Record (EMR), and Personal Health Record (PHR) are primary sources of individual health information from the Health Information Exchange (HIE).

Care Management includes Disease Management, Catastrophic Case Management, Early and Periodic Screening, Diagnosis, and Treatment (EPSDT), Population Management, Patient Self-Directed Care Management, national health registries, and Waiver Program Case Management. The Care Management business area is responsible for the case Part I – Business Architecture management, authorizations, referrals, and treatment plans data stores. Care Management also contains business processes for authorization determination including authorizing referrals, service and treatment plans.

Contractor Management Business Area

The Contractor Management business area accommodates a SMA that has managed care contracts or a variety of outsourced contracts. The Contractor Management business area has a common focus on Medicaid Contractors (e.g., managed care, at-risk mental health or dental care, primary care physician), is responsible for Contractor data store, and uses business processes that have a common purpose (e.g., fiscal agent, enrollment broker, Fraud Enforcement Agency, and third-party recovery).

Eligibility and Enrollment Management

The Eligibility and Enrollment Management business area is a collection of business processes involved in the activity for determination of eligibility and enrollment for new applicants, redetermination of existing members, enrolling new providers, and revalidation of existing providers. The Provider Enrollment business category and related business processes focus on patient safety and fraud prevention through functions such as determining screening level (i.e., limited, moderate or high) for provider verifications. These processes share a common set of provider-related data for determination of eligibility,

enrollment, and inquiry to provide services. The Eligibility and Enrollment Management business area is responsible for the eligibility and enrollment information of the member data store as well as the provider data store.

Financial Management

The Financial Management business area is a collection of business processes to support the payment of providers, managed care organizations, other agencies, insurers, Medicare premiums, and supports the receipt of payments from other insurers, providers, and member premiums and financial participation. These processes share a common set of payment- and receivables-related data. The Financial Management business area is responsible for the financial data store.

Member Management Business Area

The Member Management business area is a collection of business processes involved in communications between the SMA and the prospective or enrolled member and actions that the agency takes on behalf of the member. This business area is responsible for managing the member data store, coordinating communications with both prospective and current members, outreach to current and potential members, and dealing with member grievance and appeals issues.

Operations Management Business Area

The Operations Management business area is a collection of business processes that manage claims and prepare premium payments. This business area uses a specific set of claims-related data and includes processing (i.e., editing, auditing and pricing) a variety of claim forms including professional, dental, institutional, drug and encounters, as well as sending payment information to the provider. All claim processing activity incorporates compatible methodologies of the National Correct Coding Initiative (NCCI). The Operations Management business area is responsible for the claims data store.

Performance Management Business Area

The Performance Management business area is a collection of business processes involved in the assessment of program compliance (e.g., auditing and tracking medical necessity and appropriateness of care, quality of care, patient safety, fraud and abuse, erroneous payments, and administrative anomalies). This business area uses information about an individual provider or member (e.g., demographics, information about the case itself such as case manager ID, dates, actions, and status, and information about parties associated with the case) and uses this information to perform functions related to utilization and performance. The Performance Management business area is responsible for the business activity and compliance data stores.

Plan Management Business Area

The Plan Management business area includes the strategic planning, policymaking, monitoring, and oversight business processes of the agency. This business area is responsible for the primary data stores (e.g., Medicaid State Plan, health plans and health benefits) as well as performance measures, reference information, and rate setting data stores. The business processes includes a wide range of planning, analysis, and decision-making activities. These activities include service needs and goals, health care outcome targets, quality assessment, performance and outcome analysis, and information management. As the Medicaid Enterprise matures, Plan Management benefits from immediate access to information, addition of clinical records, use of nationally recognized standards, and interoperability with other programs. The Medicaid Program is moving from a focus on daily operations (e.g., number of claims paid) to a strategic focus on how to meet the needs of the population within a prescribed budget.

Provider Management Business Area

The Provider Management business area is a collection of business processes involved in communications between the SMA and the prospective or enrolled provider and actions that the agency takes on behalf of the provider. Business processes focus on terminating providers, communications with providers, dealing with provider grievances and appeals issues, and performing outreach services to providers. The Provider Management business area is responsible for the provider data store.