



REQUEST FOR PROPOSAL

**INDEPENDENT VERIFICATION AND VALIDATION SERVICES
(IV & V)**

LOUISIANA MEDICAID PROGRAM

**MEDICAL VENDOR ADMINISTRATION
DEPARTMENT OF HEALTH AND HOSPITALS**

RFP # 305PUR-DHHRFP-IV&V-MVA

**Proposal Due Date/Time: Wednesday, August 24, 2011
4:00 pm CDT**

Release Date: July 20, 2011

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Glossary

Business Day: Traditional workdays, which are Monday, Tuesday, Wednesday, Thursday and Friday from 8am - 5pm CDT. Only Louisiana state holidays are excluded.

CCB: Change Control Board - A board made up of Department staff and Contractor staff that will review and approve or deny all requested changes to the system.

CMS - Centers for Medicare and Medicaid Services; the federal agency charged with overseeing and approving states' implementation and administration of the Medicaid and Medicare programs.

DDI: Design, Development, and Implementation

Department: Louisiana Department of Health and Hospitals

DHH: Department of Health and Hospitals

FI: Fiscal Intermediary

LIFT: Louisiana Information Form Tracker; a system devised to enable program managers at DHH to request system changes and special reports using online forms.

MMIS: Medicaid Management Information System; the claims processing and information retrieval system which includes all providers enrolled in the Medicaid program.

Monitor: To watch, track, and/or check on data/information, and to report on the data/information as determined by the Department, including recommendations for resolutions of issues and suggestions for efficiencies.

Must: Denotes a mandatory requirement

MVA: Medical Vendor Administration; the administrative operation of DHH responsible for the Medicaid program.

Operations : Ongoing, recurrent activities involved in the MMIS.

RA: Requirements Analysis

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

RFP: Request for Proposal

SDLC: System Development Life Cycle

SFP: Solicitation for Proposal

SFY: State Fiscal Year

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

TAP: Task Accomplishment Plan

Will - Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The State of Louisiana Department of Health and Hospitals (DHH) operates a certified Medicaid Management Information System (MMIS) for the purpose of

claims processing and payment for covered Medicaid Services. The MMIS maintains data on approximately 32,450 qualified Medicaid providers and maintains recipient eligibility and claims data for over one million individuals. In State Fiscal Year (SFY) 2008/2009, Louisiana Medicaid had 1.2 million unduplicated enrollees.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified and experienced proposers that provide Independent Verification & Validation (IV & V) services for MMIS enterprises and MMIS replacement projects. The Louisiana Department of Health and Hospitals seeks to obtain an IV&V contractor to perform two areas of IV & V services: the monitoring of operations of the existing MMIS, and IV & V services for the Design, Development and Implementation (DDI) of a replacement MMIS. The MMIS Replacement Project DDI is intended to replace the entire MMIS Enterprise including, but not limited to, claims processing, pharmacy point of sale (POS), data warehouse (MARS/DW), authorized services, and other support systems with a state-of-the-art, HIPAA compliant, rules-driven, on-line, real-time, web-based MMIS that is versatile in its architecture, structure, and code to support the evolving business needs of Louisiana's Medicaid program. The IV&V Contractor will verify the DHH chosen solution meets business and technical requirements in order to obtain CMS Certification for the chosen MMIS Replacement.
2. A contract is necessary to procure IV & V services which include, but are not limited to:
 - Assuring compliance of current and future business and technological needs and services of DHH's MMIS using the Centers for Medicare and Medicaid Services' (CMS) Medicaid Information Technology Architecture (MITA) standards;
 - Developing and presenting recommendations for the best solution(s) to achieve a cost effective and administratively efficient MMIS system;
 - Providing IV & V services and assisting DHH in monitoring the operations of the existing MMIS, and IV&V services for the MMIS replacement design, development, and implementation; and
 - Ensuring effective performance throughout the existing MMIS operations, and the DDI System Development Life Cycle (SDLC) and CMS certification.

In addition, all Proposers are encouraged to demonstrate added value in their proposals by recommending IV & V services not addressed in this document.

The IV & V contractor must be able to furnish a sufficient number of full-time, on-site individuals who possess the education, skills, and experience necessary to ensure on-going contract compliance for the monitoring of the

operations of the existing MMIS, and a successful completion of the MMIS replacement project. The Department requires an Operations Team and a DDI Team with oversight by a single Project Manager. The number of full-time, on-site individuals shall be prior approved by the Department.

C. Invitation to Propose

DHH, Medical Vendor Administration, Bureau of Health Services Financing, Medicaid Management Information Systems is inviting qualified proposers to submit proposals for services to provide Independent Verification and Validation services in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Written questions or inquiries must be directed to the RFP coordinator listed below:

Dawn M. Gulczynski
MMIS Replacement Project
Department of Health and Hospitals
MVA/BHSF/MMIS Section, 6th floor
Bienville Building
P. O. Box 91030
Baton Rouge, LA 70821-9030
Telephone Number: 225.342.5962
Facsimile Number: 225.376-4695 Email: dawn.gulczynski@la.gov

2. This RFP is available in PDF at the following web links:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following address.
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and

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

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

F. Pre-Proposal Conference

Not required for this RFP

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	Wednesday, July 20, 2011
Deadline for Receipt of Written Questions	Wednesday, July 27, 2011 4:00 p.m. CDT
Response to Written Questions	Wednesday, August 10, 2011
Deadline for Receipt of Written Proposals	Wednesday, August 24, 2011 4:00 p.m. CDT
Proposal Evaluation Begins	Monday, August 29, 2011
Contract Award Announced	Monday, September 12, 2011
Contract Negotiations Begin	Tuesday, September 13, 2011
Contract Begins	Thursday, September 22, 2011

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

II. SCOPE OF WORK FOR THE MONITORING OF OPERATIONS OF THE EXISTING MMIS

A. Project Overview

The IV & V contractor selected for this project will perform extremely complex information technology performance evaluations and reviews for computer systems and interfaces and processing functions. The IV & V contractor will also analyze and report on the MMIS Fiscal Intermediary (FI) contractor's responsibilities and performance metrics to DHH. This review and reporting will be electronic, utilizing a Departmental approved Project Management Tool and/or the DHH electronic monitoring data base.

Some additional project responsibilities of the IV & V Contractor shall include, but are not limited to, the following:

- Participate in all meetings related to MMIS Operations as required by the Department;
- Monitor all FI management efforts and report any discrepancies, project timeline variations, or concerns to DHH and recommend resolution to those issues, tracking all utilizing a Project Management tool. Investigate any performance improvement opportunities that may also justify cost savings and improve contractor and state efficiency;
- Assist DHH in assuring that all existing MMIS FI contractual requirements are met and ensure that DHH obtains and maintains CMS and DHH requirements for the existing MMIS.

Although DHH will provide oversight for the MMIS enterprise, the IV & V contractor must apply ongoing management techniques to ensure existing MMIS FI contract compliance.

B. Deliverables

1. General Requirements

The IV & V Contractor shall:

- a. Monitor and report monthly on the day-to-day operations of the existing MMIS contract;
- b. Attend all status meetings with the Department and the FI;
- c. Attend meetings with the Department and provide meeting minutes, particularly those meetings excluding the FI, to the Department for review within (3) working days. Review meeting minutes submitted by the FI and provide comment to the Department Project manager within two (2) business days of receipt of meeting minutes from the FI.
- d. Monitor staffing levels and provide a monthly report to assure execution of contractual duties and maintain service levels defined throughout the contract;
- e. Maintain and update all MITA business processes as a result of CMS regulations and the Department requirements within timeframes approved by the Department. Provide a monthly report of updates;

- f. Provide all materials needed to perform all requirements in this RFP. This includes all necessary supplies, equipment, software/hardware, and staff support required.
- g. Submit all deliverables and reports, in accordance with established timelines, to DHH in a format approved by the Department. DHH requires that the IV & V Contractor provide one (1) copy of the materials on a CD, one (1) electronic copy stored on a network/shared drive, and one (1) original paper copy as determined by DHH at the start of the project, unless otherwise noted by the Department.

2. Programmatic Requirements

The IV & V Contractor shall:

- a. Perform ongoing assessments of FI staffing, which include key and non-key personnel, and report monthly to assure adequate staffing for contract compliance;
- b. Establish a DHH approved process/plan for the organization and completion of outstanding Louisiana Information Form Tracker (LIFTS), which will include an assessment of the programmer's work/progress on the outstanding lifts;
- c. Establish a DHH approved process/plan for new lift requests, such as prioritizing lifts and preliminary review before submission to FI;
- d. Monitor and report monthly on trends and patterns, all invoices, and other critical operations;
- e. Monitor critical incident reports and report monthly on discrepancies or problems that may affect the MMIS operations.
- f. Evaluate recipient reimbursement and claims resolution duties and create reports for monitoring.;
- g. Prepare an analysis for the Control Change Board (CCB) process and make recommendations for improvement;
- h. Monitor and report monthly on Provider Enrollment processes and procedures for timeliness and accuracy of policy compliance;
- i. Monitor and report monthly on Third Party Liability activity to assure policy compliance;
- j. Monitor Federal and State regulations adherence, such as ICD-10, and implementation of new initiatives;
- k. Monitor and report monthly on the FI's timelines;
- l. Participate in testing;
- m. Perform risk analysis updates and provide a monthly report on the updates.
- n. Review the existing contract and provide a performance standard planning document for monitoring of identified contracted services/deliverables, and quality assurance of FI contract compliance in areas including, but not limited to, staffing, reporting, processes/procedures, adherence to timelines, and risk analysis. Utilize a DHH approved, electronic monitoring/tracking tool(s) for contract management.

- o. Deliverable documents for plans/processes, the evaluation of duties for Recipient Reimbursement and Claims Resolution, analysis for the CCB, and the performance standard planning document for the monitoring and quality assurance of FI contract compliance are due within thirty (30) days of contract award.

3. Operations Requirements

The IV & V Contractor shall:

- a. Assist DHH in monitoring the performance of the existing MMIS FI to ensure the requirements for the existing MMIS are met;
- b. Review and validate, with the FI, all of the data elements used in producing reports used for invoices and monitoring;
- c. Facilitate ongoing development in the existing MMIS, such as preparing monthly reports for use in DDI of the replacement MMIS;
- d. Review and recommend approval for invoices monthly;
- e. Prepare letters to the FI related to sanctions, improvements, etc as requested by the Department.;
- f. Monitor system maintenance activities and work in conjunction with the FI to establish and revise system maintenance and development priorities;
- g. Review and monitor all management reports produced by the existing MMIS FI for content, quality, timeliness, and frequency;
- h. Monitor the existing MMIS FI's compliance with reporting requirements;
- i. Monitor the timeliness of MARS monthly, quarterly, and annual reports;
- K. Review and approve all contents of the TPL reports;

III. SCOPE OF WORK FOR DDI OF MMIS REPLACEMENT

A. Project Overview

The IV & V contractor selected for this project will perform extremely complex information technology performance evaluations and reviews for computer systems and interfaces and processing functions. The IV & V contractor will also analyze and report on the MMIS Contractor's responsibilities and performance metrics to DHH.

Some additional project responsibilities expected from the selected IV & V Contractor shall include, but are not limited to, the following:

- Participate in all applicable meetings required by the Department;
- Monitor all FI management efforts and report and track any discrepancies, project timeline variations or concerns to DHH and recommend resolutions to those issues.;
- Investigate any performance improvement opportunities that may also justify cost savings and improve contractor and state efficiency and submit an action plan to address/implement them;
- Assist DHH in assuring that all FI contractual requirements are met and to ensure that DHH obtains the expected results in the Design,

Development, and Implementation phase (DDI) of the Replacement Project;

- Assist DHH by ensuring that all requirements are met for CMS approval and certification of the replacement MMIS.

Although DHH will provide oversight for the MMIS replacement project work, the IV & V contractor must provide overall project management for the project tasks and deliverables throughout the project. The IV & V contractor must apply ongoing management techniques to ensure MMIS Replacement Fiscal Intermediary contract compliance, in that the comprehensive DDI project work plan is developed, executed, monitored, reported, and maintained.

B. Deliverables For DDI of MMIS Replacement

1. General Requirements

The IV & V Contractor shall:

- a. Assist the Department with the Design, Development, and Implementation (DDI) phase of the MMIS replacement;
- a. Participate in the walk-through of deliverables provided by the fiscal intermediary;
- b. Perform its services/tasks and produce the required IV & V deliverables by the due dates presented in the IV & V work plan and schedule for the management of the MMIS Replacement Project;
- c. Obtain written approval from DHH for all deliverables, for each activity, before the activity in question is considered complete;
- d. Submit all deliverables and reports to DHH in a format approved by the Department. DHH requires that the IV & V Contractor provide one (1) copy of the materials on a CD, one (1) electronic copy stored on a network/shared drive, and one (1) original paper copy as determined by DHH at the start of the project, unless otherwise noted by the Department;
- e. Serve as a technical resource and participate with the selected fiscal intermediary and the MMIS project manager/team in all phases of the project, including post implementation monitoring and CMS certification;
- f. Maintain all MITA business process changes and updates resulting from DDI including tracking and documentation for submittal to CMS;
- g. Provide all hardware and software needed to create all deliverables in the RFP. This includes all necessary supplies, equipment, and staff support required to generate these deliverables;
- h. Provide quality assurance and support services for the duration of the contract
- i. Attend all meetings with the Department and provide meeting minutes, particularly for those meetings excluding the FI, to the Department for review within three (3) business days. Review meeting minutes submitted by the FI and provide comment to the Department Project Manager within two (2) business days of the meeting.

2. Programmatic Requirements

The IV & V Contractor shall:

- a.** Prepare and obtain DHH approval of the procedures to be used in the IV & V review of project plans, schedules, activities, project QA plans and deliverables of the selected fiscal intermediary.
- b.** Utilize document tracking tool(s) approved or specified by DHH and develop the document control procedures to be used for all project reviews and reports. These procedures are to ensure that all project tasks and deliverables are documented, tracked, and delivered timely. At the time the FI implements a Document Management tool, upon approval from DHH, the IV&V shall utilize that tool to review the progress of the project and identify any risks, issues, or deficiencies that might affect a successful, efficiently completed project;
- c.** Review all products and deliverables as defined in the MMIS contract, including the SFP, the proposal from the selected MMIS replacement contractor, and the specific deliverables and estimated submission dates confirmed during the DDI project initiation phase and make recommendations on changes/improvements. Also report on issues that may adversely affect the replacement project;
- d.** Assist in facilitating design requirements analysis (RA) sessions, and provide staff to validate documentation provided by the FI;
- e.** Perform validation of system integration testing, manage interface testing, pilot operations, operational readiness assessment, and participate in the preparation and management of the user acceptance test plans, including test criteria and procedures for DDI. The IV & V contractor will conduct reviews of testing to ensure that critical elements of the system, as delivered by the FI, are stable and comply with State requirements as detailed in the SFP. These reviews are independent of the FI's testing and the focus is on areas identified as a priority for IV & V testing;
- f.** Validate user acceptance test results from the FI and the Department prior to implementation and ongoing as changes are made to the system;
- g.** Perform random sampling of test results documents and execute the test scenario during the testing phases to verify that the system performs according to the documented results;
- h.** Attend deliverable walk-throughs to enhance understanding and facilitate the written approval process, and also to provide the MMIS project manager/team a written assessment of the project deliverables that were reviewed. This assessment shall cover areas of strengths and weaknesses that might affect a successful, efficiently completed project;
- i.** Validate and make corrections/recommendations to DHH regarding DDI deliverables, such as, but not limited to, RAHDs, etc.;

- j. Attend all project meetings, status meetings, and walk-throughs in order to have a full understanding of all processes. The goal is to perform an objective and ongoing review and analysis of the development and implementation of the MMIS and associated systems and business processes;
- k. Evaluate feedback from stakeholders and recommend changes in how the Department implements a new system or new components. The IV & V contractor shall manage the identification, resolution and tracking of stakeholder concerns.

3. Operations Requirements

This section identifies the tasks and each subtask the selected IV & V contractor will perform during the MMIS replacement project. These subtasks and associated deliverables will be the basis from which the IV & V contractor's performance will be measured.

Each task is required to have an associated Task Accomplishment Plan (TAP) that identifies the approach, resources, schedule, and deliverables required to successfully complete the task. The delivery of this TAP is the first subtask for each task order.

Phase I - Planning/Pre-Implementation for the MMIS Replacement

Task Order I-1 Project Management Support

Subtask I-1..2: Evaluate FI Contractor's DDI Project Work Plan: The IV & V Contractor shall assist DHH in review of the FI Contractor's DDI Project Work Plan to verify that all key functions have been addressed to increase the likelihood for a successfully completed project within the time frames identified in the MMIS Replacement SFP.

Subtask I-1..3: Quality Assurance (QA) of FI Contractor's DDI System Development Life Cycle (SDLC) process. The IV & V Contractor's QA approach shall provide quality assurance analysis of the FI's DDI SDLC processes to verify that all key functions have been addressed to increase the likelihood for a successfully completed project.

Subtask I-1..4: Establish Project Risk/Issues Tracking: The IV & V Contractor shall produce a Risk Management Plan for this task which reviews the progress of the project and identifies any risks, issues, or deficiencies that might affect a successful, efficiently completed project using a project tracking tool approved by DHH. The IV&V contractor shall utilize the electronic tracking tool to be developed by the MMIS Replacement FI upon its completion and approval by DHH

Subtask I-1.5: Monitor FI Contractor's DDI Progress: The IV & V Contractor shall be responsible for monitoring the performance of the selected FI along with DHH and the requirements set forth in the FI contract, including the MMIS procurement SFP and the selected FI's proposal.

The IV & V Contractor shall monitor and evaluate the project progress and shall identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of bi-weekly project status reporting. The IV & V Contractor shall meet with DHH on a regular basis, as determined by mutual agreement between the MMIS Project Manager and the IV & V Contractor.

The IV & V Contractor shall continuously monitor all facets of the project including, but not limited to, work plans, implementation plans, general system design, detail system design, system testing, system interfaces, conversion, acceptance testing phase, pilot operations and a statewide implementation plan.

The IV & V Contractor shall be responsible for assessing each deliverable and recommending corrective action when activities or deliverables fail to achieve the standards or timelines established in the MMIS SFP, the Fiscal Intermediary's proposal, and the FI contract.

Phase II - Design and Development

Task Order II-1: Design and Development QA

Subtask II-1.2: Definition of Design Milestones – The IV & V contractor shall assist DHH in defining the design milestones to be met.

Subtask II-1.3 Quality Assurance of Design Document and Artifacts – The IV & V contractor shall verify the system documentation is being generated, maintained, and is complete, accurate, and meeting SFP requirements.

Subtask II-1.4: Preliminary Design Review (PDR) – The PDR is conducted after preliminary design efforts, but before the start of detail design. This review is the first opportunity for DHH to closely observe the DDI contractor's hardware and software design and is to include the FI contractor's description of all design changes made, with respect to the original design disclosed in the technical proposal and to provide the rationale for the changes. The IV & V contractor shall assist DHH in this review.

Subtask II-1.5: Critical Design Review (CDR) – CDR is a multi-disciplined product and process assessment to ensure the system under review can proceed into the system fabrication, demonstration, and test, and can meet the stated performance requirements within the cost (project budget), schedule (project schedule), risk, and other system constraints. Generally, this review

assesses the system final design as captured in the product specifications for each configuration item in the system (product baseline), and ensures that each product in the product baseline has been captured in the detailed design documentation.

MMIS is a complex system, where as the CDR may need to be conducted for each subsystem or configuration item. The IV & V contractor shall assist DHH in these incremental reviews, which would lead up to an overall system CDR and provide recommendations to move forward or not move forward with reasoning.

Subtask II-1.6 Monitor Change Requests – The IV & V contractor shall implement a change request process to manage the project scope. The objective of the change request process is to ensure that:

- Requests for changes to the scope, schedule, or budget of the project are documented and approved by the DHH Executive Steering Committee.
- Requests for change are effectively tracked and managed from initiation through resolution.
- The impact of a proposed change is thoroughly analyzed and documented before the decision to approve or deny is made.
- The project adheres to the MMIS's rules governing changes to approved information technology projects.

Change requests will be required whenever there is a request for a significant change to the project scope, schedule, budget, or requirements as listed in the SFP, and/or baseline versions of the project schedule. Using this policy as a guideline, the MMIS Project Manager will be responsible for determining which requested changes require a formal change request.

Subtask II-1.7: Requirements Traceability – The IV & V contractor shall conduct an initial assessment of requirements and associated business processes and develop a Requirements Traceability Matrix (RTM) for managing the requirements and processes throughout the project life cycle. This task will verify that design modules trace back to the requirements and vice versa.

Subtask II-1.8: Unit test Results – The IV & V contractor is required to conduct system development in accordance with the approved system design deliverables. The IV & V contractor must verify and validate unit test results of all program modules and processes before they are integrated and system tested and ensure results of the unit tests are fully documented.

Subtask II-1.9: Evaluation of Integration/System Test Environment – Testing of the system is a critical step in the overall development of any system. In many development projects, system testing is coupled with the development tasks. The State of Louisiana is placing major emphasis on the testing of the system prior to acceptance testing and implementation activities and, for this reason, has broken out testing to be conducted by the IV & V contractor.

In-depth, process-driven, and fully documented testing is required for the MMIS replacement project. The IV & V contractor must certify and demonstrate, as required, that the system is free from defects, that it functions per the approved system design, has validated requirements, and is ready for user acceptance testing prior to the completion of the integration and system testing.

Subtask II-1.10: Assessment of Data Conversion Plan – The IV & V contractor shall conduct an initial assessment of data conversion plans, procedures, and software including:

- Relevant data conversion deliverables, giving particular attention to parallel
- Procedures for reviewing converted data for completeness and accuracy
- Monitoring errors
- Contingency plans

Phase III Testing & Implementation

Task Order III-1: Independent Verification and Validation of LAMMIS

Subtask III-1.2: Analysis of Data Conversion Results – The IV & V contractor shall analyze all data conversion results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of the data conversion plan and to ensure data integrity is maintained.

Subtask III-1.3: Analysis of Integration/System Test Results – The IV & V contractor shall analyze all integration/system results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of integration/system test plan.

Subtask III-1.4: Assessment of Readiness for UAT – The IV & V contractor shall document and report concerns, issues, and risks and recommendations as to the readiness for user acceptance testing. The intent of this task is to verify that the test plan was followed and the criteria used to test the scenarios for each deliverable has been reviewed and documented according to the processes developed.

Subtask III-1.5: Preparation of UAT Plan – The IV & V contractor shall prepare a user acceptance test validation strategy to ensure that the new technology meets the current and planned business needs of Louisiana MMIS.

Subtask III-1.6: Execution of UAT – The IV & V contractor shall participate in the implementation process and execution of the UAT test artifacts.

Phase IV Post Implementation-Preparation for CMS Certification

Task Order IV-1: Preparation for CMS Certification

Subtask IV-1.2: Post Implementation Review – The IV & V contractor shall prepare a post implementation report that provides information regarding the benefit and success of the system and suggestions for improvement in areas that can be applied directly to the ongoing program.

Subtask IV-1.3: CMS Certification – The IV & V contractor shall be knowledgeable of the new CMS certification protocol and propose a System Development Life Cycle (SDLC) methodology from conception through certification. The IV & V contractor shall provide a work plan outlining tools, information gathering processes and documentation protocols throughout the project life cycle for the CMS observation visit. The IV & V contractor shall participate in the certification process and the certification visit. The IV & V contractor shall assist the Department in managing the certification process to assure the FI's compliance with the SFP requirements.

The remainder of this document pertains to both sections II & III of this RFP.

4. Staffing Requirements/Qualifications

The IV & V Contractor shall:

- a. Provide staff that meets the DHH approved skill sets and experience to address the requirements in this RFP;
- b. Provide key personnel that have the ability to commit full-time for the full term of the contract. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skills, and level of involvement of personnel;
- c. Provide staff that shall, at a minimum :
 - i. Be proficient in spelling, sentence structure, and grammar of the English language;
 - ii. Be proficient in spoken English;
 - iii. Have extensive knowledge of federal Medicaid rules and regulations;
 - iv. Have management staff with PMP certification, a minimum of seven (7) years of large scale (multimillion dollar) project management experience with at least four (4) of those seven (7) years in project management of an MMIS or other health care claims processing system project. The Department is requesting one Project Manager for oversight of the full contract.
 - v. Have extensive experience in the implementation, operations, and maintenance of a Medicaid Management Information System (MMIS) or similar large health care claims processing system;

- vi. Be flexible and adaptable in dealing with ambiguous situations on a consistent basis;
- vii. Be knowledgeable in system requirements definition and analysis, test plan definition and execution, and performance measurement;
- viii. Be knowledgeable of MMIS enterprise-wide, network communications and automation infrastructure development and interoperability;
- ix. Be able to work independently and lead specific tasks.
- d. Disclose other projects, in addition to this project, to which personnel are assigned and indicate the time allocated for each project. It is the DHH's intent that the same individuals be available for the duration of this project;
- e. Agree and understand, that DHH reserves the right to approve all individuals assigned to this project and that no substitution of personnel shall be made without the prior written approval of DHH;
- f. Provide a presence throughout the monitoring of operations of the existing MMIS and the MMIS replacement project in Baton Rouge, Louisiana in order to provide effective research, analysis, and development services. The IV & V contractor shall have limited access to state's facilities for research and meeting purposes;
- g. Be available outside of normal work hours on an as-needed basis. Normal work hours are Monday thru Friday, 8:00 am – 5:00 pm. Staff assigned to this project are required to work a full 40 hour, Monday thru Friday, 8:00 am – 5:00 pm work week. Travel is only allowed outside of this time frame for Departmental approved off-site commuting staff.

DHH may also require substitution/replacement of any key personnel assigned to the project if DHH determines that the person is not suitable or does not possess the skills necessary to satisfactorily complete the tasks assigned.

DHH reserves the right to approve or disapprove any of the Contractor's proposed changes in staff or to require the removal or reassignment of any Contractor employee found unacceptable by the State. Removal of a Contractor employee shall mean that the individual may no longer work on any MMIS project either on-site or remotely. The Department's request does not require any reason as to the request. There shall be no negotiation relative to the request. Reassignment request(s) from the Contractor shall include a justification of why the reassignment is beneficial to the Department.

DHH reserves the right to approve all individuals assigned to this project and no substitution of personnel shall be made without the prior written approval of DHH. DHH agrees to reasonably review substitution requests.

DHH shall provide on-site workspace for a maximum of six (6) IV & V contractor staff for the total contract. Although workspace will only be provided for six (6) contractor staff,

the Department expects the IV&V contractor to provide sufficient staff to meet or exceed the requirements of this RFP. The IV&V Project Manager is to work on-site for the duration of the contract. In the absence of any Project Manager, the Contractor shall identify who shall be responsible to make decisions and act in the absence during work hours from eight (8) a.m. to five (5) p.m. Monday through Friday. That individual shall be available to the Department and shall have knowledge or access to the knowledge that the Department requires. All notifications shall be in writing to the Contract monitor within timeframes determined by the Department.

5. Record Keeping Requirements

The IV & V Contractor shall:

- a. Be responsible for providing minutes for all meetings the IV&V is involved in, as specified by the Department, to the Department within three (3) business days of the meeting.
- b. Post meeting minutes onto the MMIS IV & V Sharepoint website. Copies shall be made available per Department request, at no additional cost to the Department.

6. Reporting Requirements

For reporting on the operations of the existing MMIS, the IV & V Contractor shall:

- a. Provide a monthly monitoring report, including any discrepancies found on reports submitted by the FI, including, but not limited to:
 - i. Monthly staffing reports
 - ii. Monthly invoices
 - iii. Statistical reports, such as provider relations and provider enrollment
- b. Provide reporting on CCB
- c. Provide new lift reports and lift assessment reports
- d. Assess various claims and expenditure reports from LMMIS and report variances to the Department so that program staff can determine causes and take necessary action.
- e. Report any and all significant or serious deficiencies, risks, or concerns with the monitoring of the operations of the existing MMIS
- f. Report monthly on Recipient Reimbursement, provider, and TPL activity
- g. Monthly reports will be due by the tenth (10th) calendar day of every month or as determined by the MMIS Section Chief .

For reporting on the DDI, the IV & V Contractor shall:

- h. Provide the MMIS Project Manager bi-weekly and monthly status reports. These reports are also to include, but not be limited to:
 - i. Any and all significant or serious deficiencies, risks, or concerns with the MMIS replacement or its quality, design, development, or implementation;

- ii. Any other circumstances which, if not remedied, will have a negative impact on MMIS and its operations, design, development, implementation, efficiency, cost and/or time for completion.
- iii. Each monthly status report shall contain, at a minimum, the following:
 - 1. Project schedule – the Contractor shall provide a written assessment of the progress of the replacement project against planned tasks, duration, resources, completion dates, milestones, and issues impacting the schedule. The Contractor shall include recommendations specifying what can be done immediately and in the long term to remediate variations and deviations from the schedule.
 - 2. Risk assessment – the Contractor shall report on the identified risks to the successful implementation of the replacement MMIS and the potential level of severity of said risks. The Contractor shall recommend mitigation and/or resolution strategies to manage and/or eliminate the identified risks.
 - 3. Project phase assessments – the Contractor shall provide an assessment of the activities and progress of unit, system, parallel, conversion, integration, user acceptance, and operational readiness testing, and implementation phases of the project.
 - 4. Provide recommendations, as necessary, for addressing any issues relative to the successful completion of the project phases, including detailed recommendations in each area of the project phases specifying what can be done immediately and in the long term to improve in said area.
- iv. This and all other status reports will be further determined by DHH. Each bi-weekly/monthly QA/IV & V report will be reviewed and, if acceptable, will be approved by the State in writing. The Contractor shall not rely on any verbal commitment from the State regarding report approval. No report shall be considered to be final or eligible for payment until the report has received written State approval.
- i. Prepare a post-implementation report that provides information in areas that can be applied directly to the ongoing program, on a schedule determined by the MMIS Deputy Project Manager.
- j. Identify and track the completion of all requirements necessary for the CMS certification review and provide a report to the MMIS Deputy Project Manager weekly.
- k. Propose and present a method of soliciting and documenting concerns and reactions of stakeholders, as well as a means of analyzing and

responding to those concerns up to and after statewide implementation.

- I. Submit all deliverables and reports to DHH, in a format approved by DHH. DHH requires that the IV & V contractor provide one copy of the materials on a CD, one electronic copy stored on a Sharepoint website, and one original paper copy as determined by DHH at the start of the project.
- m. All reports, TAPS's, and other deliverables shall be due on a schedule as agreed upon by the Department.

7. Transition Plan

This section outlines the requirements with which the IV & V contractor shall comply during the hand-off to a successor IV&V contractor at the end of the IV&V contract term or in the event of contract termination.

The Contractor shall submit, at no extra charge, a transition/takeover plan which outlines the procedures and timelines to ensure continuity of IV&V services, for both the monitoring of operations of the existing MMIS and DDI, in the event of contract termination or award of the IV&V contract to another contractor. The transition/takeover plan must include procedures that shall, at a minimum, comply with the following stipulations:

- a. Upon completion of the contract or, if terminated earlier, all records, reports, worksheets, or any other pertinent materials related to the execution of the contract will become the property of the Department.
- b. In the event of contract termination, the Contractor should transfer all data to the Department or new vendor within thirty (30) days of written notification from the Department unless other appropriate timeframes have been approved by the Department;
- c. The transition/takeover plan must be adhered to within thirty (30) days of written notification from the Department unless other appropriate timeframes have been approved by the Department.

All proposers shall include the approach they would take in meeting the transition requirements. An initial transition plan shall be submitted with the proposal, and an updated plan provided to the Department upon Departmental request.

C. Liquidated Damages

Liquidated damages may be applied upon written notification from the Department. The penalties will be assessed as of the date of notification to the Contractor to correct the issue. Additional notices shall not be given for issues that have already been identified and will be considered as repeat deficiencies. Liquidated damages may be assessed as follows:

- A.** \$500 per business day for any deliverable that is in error, not acceptable, incomplete, and/or submitted according to approved, identified timeframes. Penalties will be assessed for each business day that it is overdue or submitted incomplete as determined by the MMIS Manager.

- B. \$500 per business day for any deliverable that has already been approved by the Department but has been found to be incorrect at a later date due to contractor's error.
- C. \$500 per business day for not having required staff onsite.
- D. \$500 per business day for not having staff available to DHH to perform duties in the contract.
- E. \$1000 per calendar day for failure to fill vacant contractually required key staff positions within 60 calendar days of the vacancy, to be assessed until filled with an individual approved by the Department.
- F. Should decertification of the MMIS, or any component of it, occur prior to contract termination or the ending date of any subsequent contract extension, the Contractor shall be liable for resulting damages that result from the Contractor's wrongful action or failure to act consistent with its obligation under the contract.

Damages may either be drawn from the Performance Bond, paid in full by the Contractor, or withheld from payments, as determined by the Department. The decision to impose liquidated damages may include consideration of some or all of the following factors:

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

D. Fraud and Abuse

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

E. Technical Requirements

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

- IBM compatible PC,

- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).
- Firewall protection of external network, and those inside DHH network, from hackers (ID theft and data/system destruction), a virus, spam, and/or worms/malware on the internet while encryption-protect confidentiality when data is transported over the internet.
- Compliant with all federal and DHH IT security policies and standards.

The IV & V contractor must maintain hardware and software compatible with DHH requirements throughout the contract.

The Contractor shall provide all supplies and equipment for contractor staff.

F. 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.

G. Insurance Requirements

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

1. Contractor's Insurance

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

2. Compensation Insurance

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

3. Commercial General Liability Insurance

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

4. 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.

5. Subcontractor's Insurance

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

H. Resources Available to Contractor

The DHH/MVA/BHSF/MMIS will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

I. Contact Personnel

All work performed by the Contractor will be monitored by the contract monitor:

Donna Brunson
MMIS Deputy Project Manager
Department of Health and Hospitals
Medical Vendor Administration
P. O. Box 91030
Baton Rouge, La. 70821-9030
Phone: 225.342.8743
Email: donna.brunson@la.gov

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of three (3) years (36 months). The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment For The Monitoring of Operations of the Existing MMIS Contract and for DDI

The IV & V contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payments of the monitoring of operations for the existing MMIS invoices are subject to approval of the MMIS Section Chief. Payment of DDI invoices is subject to approval of the MMIS Deputy Project Manager.

For the monitoring of operations of the existing MMIS, payments will be authorized upon the DHH's written acceptance and approval of identified deliverables and work products. The MMIS Section Chief will respond in writing within ten (10) business days after receipt of a deliverable, unless otherwise

noted in the statement of work. If the deliverable and/or work products are not acceptable, DHH will identify said deficiencies, which the IV & V contractor must resolve or have a written plan for resolving to DHH, within ten (10) calendar days after receipt of the DHH notification.

For DDI, payments will be authorized upon DHH's written acceptance and approval of identified deliverables and work products. The MMIS Deputy Project Manager will respond in writing within ten (10) business days after receipt of a deliverable, unless otherwise noted in the statement of work. If the deliverable and/or work products are not acceptable, DHH will identify said deficiencies, which the IV & V contractor must resolve or have a written plan for resolving to DHH, within ten (10) business days after receipt of the DHH notification.

It is understood that thirty (30) calendar days should be allowed for DHH to process all approved payments.

IV. PROPOSALS

A. General Information

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

B. Contact After Solicitation Deadline

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

C. Code of Ethics

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

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

Relevant material related to this RFP will be posted at the following web address:<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

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 and should submit one (1) electronic copy (cd or flash drive) and ten (10) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary 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. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal.

Proposers should refer to the Louisiana Public Records Act for further clarification.

3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

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

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

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
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- 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 agency 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. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
2. 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 and Section III.
4. Introduction/Administrative Data
 - a. 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 the Department's MMIS as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
 - b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. 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.

- c. This section should also include the following information:
 - i. Location of Active 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.
 - d. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).
5. Work Plan/Project Execution For Operations
- The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Sections II and III of the RFP. In this section, the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:
- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
 - b. Provide a strategic overview including all elements to be provided. The proposer should state the approach it intends to use to achieve each objective of the project, including major activities and methodologies utilized for each work statement, as well as Department involvement. The proposal should state how each objective of the project will be accomplished.

- c. Address all of the following in the work plan:
- Provide a written discussion of the work plan addressing process flow, time frames for each component, how findings will be addressed in the process, and the ability to maintain the work plan schedule.
 - Provide a strategic overview including all elements to be provided.
 - Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task.
 - Identify critical tasks.
 - Estimate time involved in completion of tasks
 - Identify all assumptions or constraints used in preparing the proposal
 - Refer to specific documents and reports that are to be produced as a result of completing tasks
 - Contain a summary, at the activity level, to show completion schedules relative to deliverables.
 - Include charts and graphs which reflect the work plan in detail.
 - Describe the approach to project management and quality assurance.
 - Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
 - If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
 - Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via email or the internet.
 - A schedule for all deliverables providing the Department sufficient review time, revision time if needed, and additional subsequent review time.

While DHH has defined a minimum set of tasks and deliverables, the proposer is encouraged to propose additional tasks, sequence of tasks or deliverables if the

proposer deems the additional tasks meet or exceed the essential requirements described in the RFP.

Proposers should clearly describe their approach to project management, and the processes and procedures that will be used to control the tasks in system development. A description of the tools, utilities, and methodology should be included.

The proposer should describe, in detail, the actions necessary to produce the deliverables and to obtain DHH approval. In addition, as applicable, the proposer should use examples, spreadsheets, project planning, and reports to describe the format and content of the deliverables.

- d. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the RFP requirements.
 - e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives.
 - f. Describe approach and strategy for project oversight and management.
 - g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
 - h. Demonstrate an understanding of and ability to implement data collection as needed.
 - i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Sections II and III.
 - j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
 - k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
 - l. Identify all assumptions or constraints on tasks.
6. Relevant Corporate Experience
- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience

under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.

- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.
- c. Responses to each of the following questions should be provided in the proposal:
 - What year was the company (if applicable) established?
 - What is the business of the company?
 - What previous MMIS operations and/or replacement planning or implementation projects has the company been involved with? Please include the state the replacement work was performed and the degree of involvement of the company.
 - Describe MMIS operations and/or replacement planning or implementation projects the company is currently involved with.
 - Has the company ever done business with the State of Louisiana? If so, please provide references.
 - Has the company ever done business with other governmental agencies? If so, please provide references.
 - What is the total number of employees in the company?
 - What are the total revenues of the company?
 - How many employees does the company have?
 - How many employees of the company have the skill sets to support this effort?
 - How many of those employees are accessible to the Department for support?
 - Has the company ever done business under a different name and, if so, what was the name?
 - How many employees, in the company, are involved in this type of project?
 - How many of those employees are involved in on-site project work?
 - Indicate the company's website.

If the organization submitting the proposal is a subsidiary of another company, the proposer should provide the same information for the parent company along with a statement as to what percentage of the parent company's revenue is produced

by the proposer. The proposer shall not be affiliated with any company doing business as a fiscal agent/intermediary or claims processing contractor.

7. Personnel Qualifications

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

proposers should also state job responsibilities, workload, and lines of supervision;

- i. Include an organizational chart identifying individuals and their job titles and major job duties, as well as, indication of full or part-time participation is requested. The organizational chart should show lines of responsibility and authority. The proposal should clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components;
- j. Propose staffing levels which ensure effective independent verification and validation processes, quality assurance, and monitoring activities. The proposed staff should possess the necessary experience, skills, and certifications for the roles they are filling
- k. Certify that personnel identified in proposal shall be assigned to duties as stipulated in the proposal;
- l. Include resumes for all individuals proposed for this project. Resumes should include relevant experience in providing IV & V services for Medicaid projects. Information provided shall include:
 - i. Experience in monitoring and managing FI services and contracts;
 - ii. Experience relating to Medicaid or similar health care claims processing projects and Medicaid replacement projects;
 - iii. Names, positions, and current telephone numbers of persons who can provide information on individuals' experience and competence;
 - iv. Listing of relevant Medicaid or similar health claims processing projects with customer names, time periods, and brief description of project scope;
 - v. Educational background (note: education will not be submitted for experience);
 - vi. Listings of current Medicaid or similar health care claims processing projects with customer names, time periods, and brief description of project scope;
 - vii. Where personnel have previously worked as a team on similar projects, resume' data should include responsibility and position within the team;
 - viii. Knowledge regarding MITA business processes.

8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. 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 IV) to demonstrate how cost was determined.

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 and the proposal with the highest total score will be recommended for award.
4. Cost Evaluation:
 - a. The proposer with the lowest total cost shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$CPS = (LPC/PC) * 25$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

- c. Additionally, a maximum of 05 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- d. The DHH Deputy Undersecretary may provide information with the evaluation of the additional 05 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	30
Corporate Experience	15
Qualification of Personnel	15
Financial Statements	5
Cost	30
Total	100

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.

V. CONTRACTUAL INFORMATION

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

- C. Retainage: The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. In lieu of a retainage the Department may allow the Contractor, at the time the contract is signed, to procure, submit and maintain a performance bond in the amount of 10% of the annual contract amount or the Contractor may submit an irrevocable letter of credit each year for 10% of the annual contract amount.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
 2. Force Majeure: The Contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect 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. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA
- IV. Attachment VI Sample Cost Breakdown Template

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's quote is valid for at least 120 days from the date of proposal's signature below;
4. Proposer understands that if selected as the successful Proposer, he/she will have 14 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
5. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

**CFMS:
DHH:
AGENCY #**

Attachment II
DHH - CF - 1

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

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) 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
---------------------------	-----------------------------

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

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

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

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

contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The Contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

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

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

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
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SIGNATURE			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			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 Attachment ___ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”). The Department of Health and Hospitals, (“DHH”), as a “Covered Entity” as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. “*Protected health information*” (“PHI”) means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - “*Electronic protected health information*” means PHI that is transmitted by electronic media or maintained in electronic media.
 - “*Security incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees’, agents’ or subcontractors’ actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

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

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

Attachment IV
Sample Cost Template

Note: Use this **sample** template to prepare a cost breakdown of the contract

Monitoring of Operations	Cost	Total Cost
Monthly Management Fee		
Deliverable Documents:		
Process/plan for the organization and completion of outstanding LIFTs		
Process/plan for new LIFT requests		
Analysis of the CCB		
Evaluation of Recipient Reimbursement and Claims Resolution		
Performance standard planning document for monitoring and quality assurance of FI contract compliance		
Other Direct Costs (list)		
DDI	Cost	Total Cost
Monthly Management Fee		
Deliverables Documents:		
Phase I Project Mgmt Support		
Task Order I-1 Project Mgmt Support		
Subtask I-1 Task Accomplishment Plan (TAP)		
Subtask I-1.2 FI Contractor's DDI Project Work plan		
Subtask I-1.3 Quality Assurance of FI Contractor's DDI System Development Life Cycle (SDLC) process		
Subtask I-1.4 Project Risk/Issues Tracking		
Subtask I-1.5 Monitor FI Contractor's DDI Progress		
Phase II Design and Development		
Task Order II-1: Design and Development Quality Assurance		

Subtask II-1.1 Task Accomplishment Plan		
Subtask II-1.2 Definition of Design Milestones		
Subtask II-1.3 QA of Design Documents & Artifacts		
Subtask II-1.4 Preliminary Design Review		
Subtask II-1.5 Critical Design Review		
Subtask II-1.6 Monitor Change Requests		
Subtask II.1.7 Requirements Traceability matrix		
Subtask II-1.8 Unit Test Results		
Subtask II-1.9 Eval of Integration/System Test Environment		
Subtask II-1.10 Assessment of Data Conversion Plan		
Phase III: Testing & Implementation		
Task Order III-1 Independent Verification and Validation of LaMMIS		
Subtask III-1-1 Task Accomplishment Plan		
Subtask III-1.2 Analysis of Data Conversion Results		
Subtask III-1.3 Analysis of Integration/System Test Results		
Subtask III-1.4 Assessment of Readiness for UAT		
Subtask III-1.5 User Acceptance Test Plan		
Subtask III-1.6 Execution of UAT		
Phase IV: Post Implementation-Preparation for CMS Certification		
Task Order IV-1 Preparation for CMS Certification		
Subtask IV-1.1 Task Accomplishment Plan		
Subtask IV-1.2 Post Implementation Review		
Subtask IV-1.3 CMS Certification		

Other Direct Costs (list)		
Contract Total		