

LOUISIANA



**DEPARTMENT OF
HEALTH
AND HOSPITALS**

THIRD PARTY LIABILITY ACTIVITIES

**RECOVERY AND PREMIUM ASSISTANCE
BUREAU OF HEALTH SERVICES FINANCING
DEPARTMENT OF HEALTH AND HOSPITALS**

**RFP # 305PUR-DHHRFP-TPL-MVA
Proposal Due Date/Time: July 3, 2014
4:00pm CST**

Release Date:

May 30, 2014

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Glossary

AAMC – Average Annual Medical Costs

BHSF – Bureau of Health Services Financing; the administrative operation of DHH responsible for the Medicaid program.

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

CAL - Case Activity Log

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

CE - Cost Effectiveness

Check write – Payment file sent to fiscal to create paper checks and direct deposits

Citrix - Software program used to access Medicaid systems

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

COB - Close of Business (5:00 pm Central Time)

Commercial insurance – Any type of health benefit not obtained from Medicare or Medicaid. The insurance may be employer-sponsored or privately purchased.

Contract - The written, signed and statutorily approved agreement resulting from this RFP.

DCFS - Department of Children and Family Services

DEERS -Defense Enrollment Eligibility Reporting System

DHH - Department of Health and Hospitals

ECR - Electronic Case Record

ESI - Employer-Sponsored Insurance

FI - Fiscal Intermediary

Health Insurer - Any insurance company or other entity that is authorized to transact and is currently transacting health insurance business in this state. Health insurers shall include self-insured plans, group health plans as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974, service benefit plans, managed care organizations, pharmacy benefit managers, and any other parties that are, by statute,

contract, or agreement, legally responsible for payment of a claim for a health care item or service.

HIPAA - Health Insurance Portability and Accountability Act

HMO - Health Maintenance Organization

IT - Information Technology

LaHIPP – Louisiana Health Insurance Premium Payment program which is a part of Louisiana Medicaid that may pay some or all of the health insurance premiums for an employee and his/her family if the employee has insurance available through his/her job and someone in the family receives health coverage through Medicaid. The family member(s) getting Medicaid will also be able to have health insurance.

LaHIPP Contractor – Contractor that administers the LaHIPP program

LDW - LaHIPP Data Warehouse

LDW Extract – Weekly LaHIPP data file sent to the FI

LMMIS - Louisiana Medicaid Management Information System

Medicaid -Medicaid is a federally sponsored public system of payment for health care services and products for low-income and disabled persons. Each state administers its own program within federal guidelines. The costs of state Medicaid programs are divided between the state and the federal governments and the proportions are based on the state's per capita income relative to the rest of the nation.

Medicaid Managed Care - provides for the delivery of Medicaid health benefits and additional services in the United States through an arrangement between a state Medicaid agency and managed care organizations (MCOs) that accept a set payment – “capitation” – for these services. There are two main forms of Medicaid managed care, “risk-based MCOs” and “primary care case management (PCCM).”

MEDS - Medicaid Eligibility Data System

MEDS Input File – Nightly file comprised of Medicaid cases referred to LaHIPP and updates to Medicaid cases previously referred to LaHIPP from MEDS

MMIS - Medicaid Management Information System; the claims processing and information retrieval system which includes all providers enrolled in the Medicaid program. This system is an organized method of payment for claims for all Medicaid services and includes information on all Medicaid providers and enrollees.

Must - Denotes a mandatory requirement

New Active LaHIPP Case – LaHIPP case which has never been in active status or has not been in active status for at least six (6) months or a LaHIPP case in which the employer has changed less than six (6) months since last being in active status

Newborn Eligibility File - File of TPL Notifications sent to the Contractor via SFTP.

Original – Denotes must be signed in ink

Overpayment – Insurance policy obligation amount in excess of Medicaid payment

Pay and Chase - Claims for Prenatal, Preventive Pediatrics, and Medical Support Enforcement where payment is made to the providers and subsequently investigated for potential recovery activities

PHI - Protected Health Information

PIV number – Pay-In Voucher number assigned by DHH fiscal

PPO - Preferred Provider Organization

Policyholder – The employed family member currently enrolled in employer sponsored health insurance.

Prepaid – Managed care plan responsible for identification of TPL, coordination of care, medical services, and payment of claims

Proposer - Entity or company seeking the contract to provide stated deliverables and services identified within a RFP document.

RA - Remittance Advice

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

Resource File – MMIS file that contains all third party liability (TPL) information such as Medicare and commercial insurance coverage for all Medicaid enrollees.

RFP - Request for Proposals

SES - Support Enforcement Services

SFTP- Secure File Transfer Protocol

Shall - Denotes a mandatory requirement

Shared – Managed care plan responsible for coordination of care and preprocessing of claims

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

State Fiscal Year (SFY) - The period of time between July 1 and June 30 of the following calendar year.

Subcontractor – Any party who contracts directly with the primary contractor for performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or

service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.

System Reports – Reports generated within the LaHIPP system.

Title XIX - A federally-sponsored public insurance system of health care services and products for low-income and disabled persons, commonly known as Medicaid. Each state administers its own program within federal guidelines. The cost of state Medicaid programs is divided between the state and the federal government with each state's share based on the state's per capita income relative to the rest of the nation. The federal government mandates that certain health care services be covered by states who participate in the Medicaid program.

Title XXI - A federal and state initiative to address the growing number of uninsured children in the country. As a result of the Federal Balanced Budget Act of 1997 and the Social Security Act, the federal government has provided states with funding for state children's health insurance programs. In Louisiana, this program is called LaCHIP.

TPL - Third Party Liability

TPL Contractor – Contractor that performs recovery and cost avoidance activities

TPL U file – Comprised of Medicaid enrollees whose private health insurance enrollment status is unknown (U) at the time of Medicaid eligibility determination

TPL Y file – Comprised of Medicaid enrollees who acknowledge active private health insurance enrollment (Y) or access to private health insurance at the time of Medicaid eligibility determination

Updates to the Resource File – Adds, changes, or terminations to third party insurance coverage

Vendor – Any party who contracts with the primary contractor or another contractor to sell or furnish a specific good, product, or merchandise, or to supply a good or service to the public at large for any of the work or service of a part of the principal contract or with another contractor for the performance of a part of the principal contract

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 the Bureau of Health Services Financing (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. Recovery and Premium Assistance is the section within the DHH Bureau of Health Services Financing (Medicaid) which is responsible for maximizing the public/private partnership through cost-avoidance measures and third party recovery.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide either or both of the following service components:
 - a. **COMPONENT 1**: Perform recovery and cost avoidance activities; and/or
 - b. **COMPONENT 2**: Administer the LaHIPP program.
2. By law, Medicaid is the payer of last resort for medical claims for Medicaid enrollees. If a known third party (commercial insurance or Medicare) is liable for payment of such claims, payment is automatically denied. This is known as “cost avoidance,” which is possible when sufficient information is available in the Medicaid Management Information System (MMIS). However, in the case of claims for Prenatal, Preventive Pediatrics, and Medical Support Enforcement, payment is made to the providers and subsequently investigated for potential recovery activities. This practice is known as “pay and chase.”
3. A contract is necessary to preserve limited Louisiana Medicaid program funds through cost avoidance and recovery, the added benefit of which is the ability to grant access to Louisiana Medicaid to more individuals.

C. Invitation to Propose

DHH Bureau of Health Services Financing/Recovery and Premium Assistance is inviting qualified proposers to submit proposals for either or both of the following service

components to provide either or both of the following service components in accordance with the specifications and conditions set forth herein:

1. **COMPONENT 1**: Perform recovery and cost avoidance activities;
 - a. Develop and implement a cost avoidance process in conjunction with maintenance of the Medicaid resource file;
 - b. Augment the FI's quarterly Medicare recovery efforts;
 - c. Develop and implement a collections process for seeking reimbursement from liable third party health insurance carriers or directly from Medicaid providers for medical services provided under Title XIX or Title XXI for fee for service Medicaid enrollees and Medicaid managed care shared plan members; and
 - d. Develop and implement a collections process for seeking reimbursement from liable third party health insurance carriers or directly from Medicaid providers for medical services provided under Title XIX or Title XXI for Medicaid managed care prepaid plan members after time has expired for the managed care plans to bill and collect from responsible third parties.

2. **COMPONENT 2**: Administer the LaHIPP program.

Proposers may propose on either or both of these components.
This RFP may result in the awarding of two separate contracts.

D. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to the following web address:

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

May also be posted at:

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

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

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

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

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N. 4th Street, 5th Floor
Baton Rouge, LA 70802
Email: Mary.Fuentes@LA.GOV
Fax: (225) 342-9046

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

B. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
 and may also be posted at:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

C. Pre-Proposal Conference

Not Required For This RFP

D. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	Friday May 30, 2014
Deadline for Receipt of Written Questions	Friday June 6, 2014
Response to Written Questions	Thursday June 12, 2014
Deadline for Receipt of Written Proposals	Thursday 4:00pm CST July 3, 2014
Proposal Evaluation Begins	Monday July 7, 2014
Contract Award Announced	Monday July 14, 2014
Contract Negotiations Begin	Tuesday July 15, 2014
Contract Begins	September 1, 2014

III. SCOPE OF WORK

A. Project Overview

The Contractor(s) selected for this project shall develop and implement either or both of the following service components:

1. **COMPONENT 1**: Perform recovery and cost avoidance activities:
 - a. Development and implementation of a cost avoidance process in conjunction with maintenance of the Medicaid resource file;
 - b. Augmentation of the FI's quarterly Medicare recovery efforts;
 - c. Development and implementation of a collections process for seeking reimbursement from liable third party health insurance carriers or directly from Medicaid providers for medical services provided under Title XIX or Title XXI for fee for service Medicaid enrollees and Medicaid managed care shared plan members; and
 - d. Development and implementation of a collections process for seeking reimbursement from liable third party health insurance carriers or directly from Medicaid providers for medical services provided under Title XIX or Title XXI for Medicaid managed care prepaid plan members after time has expired for the managed care plans to bill and collect from responsible third parties.
2. **COMPONENT 2**: Administer the LaHIPP program.

B. Deliverables

1. General Requirements

- a. **COMPONENT 1**: Perform recovery and cost avoidance activities:
 - i. Pursue TPL recoveries for federally mandated pay and chase claims which are paid by Medicaid without regard to known health insurance coverage;
 - ii. Pursue TPL recoveries for claims paid and adjudicated prior to updates to the resource file denoting current and retroactive health insurance coverage. If a Medicaid enrollee has multiple types of coverage, the Contractor shall prioritize the coverage and report the information to the Department in the following order:
 - Major medical or major medical without maternity coverage;
 - Pharmacy coverage; and
 - Dental only, vision only, cancer only, and other specialized types of coverage (reported only in the absence of major medical or pharmacy coverage);
 - iii. Obtain a monthly file from all health insurance carriers, as required by LA R.S. 44:14, and conduct a data match with the Louisiana Medicaid enrollee file to identify liable third parties to the Department for updating the Medicaid resource file.

- Initiate and maintain a comprehensive resource file review program for file maintenance of third party resource data in order to maximize cost avoidance.
 - Issue billings to carriers based on data match criteria in order to maximize recoveries.
- iv. Pursue follow-up on outstanding accounts receivables six (6) months after Contractor issues billings to carriers with the requirement of ninety (90) percent resolution of claims within sixty (60) days of six (6) month follow-up;
- v. Within ninety (90) days of contract execution provide, at a minimum, twenty-four (24) months of insurance data obtained through data match agreements with insurance carriers of Louisiana residents, searchable by social security number, for the Department to access via a web service call. The data specifications shall be determined in collaboration between the Department and the Contractor and shall be an on-going process throughout the life of the contract; however, the specifications must include the ability to access data real time;
- vi. Provide for secure, web-based access to claim information for all appropriate providers, within ninety (90) days of contract execution, in order to fulfill requirements mandated by Act 517 (SB 33) of the 2008 Regular Legislative Session. For each Medicaid reclamation claim paid by a health insurer, provide claim identifying information (control number, patient account number), comprehensive insurance billing data, payment information, and posting date of payment. The Contractor must provide electronic notification to providers when payment updates are available and host data on a web server for a minimum of sixty (60) days after notification to the provider. The Contractor must develop and implement a provider training curriculum and maintain an adequately staffed provider inquiry line. In addition, the Contractor must provide for submission of online extension requests for claims for which the provider must bill and must provide a module for providers to review the status of submitted inquiries with regard to recovery projects within the web portal;
- vii. Develop and maintain a provider web portal with a module for providers to review the status of submitted inquiries with regard to recovery projects;
- viii. Provide for secure, web-based access to claims billed to carriers to include specific data elements as determined by the Department in an agreed-upon format within two (2) weeks after the date of billing;
- ix. Conduct an annual electronic data match with the Defense Enrollment Eligibility Reporting System (DEERS) in accordance with the date and file formatting required by DEERS. The DEERS online data system shall be used in conjunction with the yearly file;
- x. Provide an electronic data file to the Department of Children & Family Services (DCFS) pursuant to an interagency agreement between DHH and DCFS in accordance with Act 578 of the 2008 Louisiana Legislature. Information on Act 578 will be made available in the procurement library;

- xi. Perform a quarterly data match with support enforcement information system data as per the Centers for Medicare and Medicaid Services (CMS) regulations as specified by the Department;
- xii. Process the nightly files delivered SFTP from the Medicaid Eligibility Data System (MEDS) containing information on Medicaid enrollees who are currently enrolled in private insurance or whose insurance enrollment status is unknown. The Contractor shall verify insurance coverage for these Medicaid enrollees within five (5) business days of receipt of the file delivered from MEDS;
- xiii. Perform carrier code updates and consolidation;
- xiv. Perform identification and collection activities for commercial insurance within sixty (60) days of the receipt of the Medicaid Adjudicated Claims History File data, as mandated by Federal Regulation 42 CFR 433.139 Collection and Disposition of Recovered Funds;
- xv. Provide identifying information via SFTP for recoupment of claims submitted to providers for billing carriers and Medicare
 - The recoupment data shall include, but not be limited to, the following items and shall be produced per the specifications furnished by the FI:
 - Enrollee Name
 - Enrollee Person Identification Number
 - MMIS Internal Control Number (ICN)
 - Claim Type
 - Date(s) of Service
 - Date(s) of Payment
 - Provider Billed Amount
 - Medicaid Paid Amount
 - Recoupment Amount
 - Billing Provider Number
 - Attending Provider Number, if applicable
 - For claims submitted to providers in order for providers to bill carriers, a recoupment data log shall be produced electronically in an Excel spreadsheet which includes the following:
 - Recoupment Data Identification Number
 - Invoice Number
 - Enrollee First and Last name
 - Beginning Date of Service
 - Ending Date of Service
 - ICN
 - Medicaid Paid Amount
 - Recouped Amount
 - Report Totals

- xvi. Provide identifying information via SFTP for commercial insurance collections to the Department or its designee for disposition of funds recovered and adjustment of Medicaid claims
- The adjustment data shall include, but not be limited to, the following items and shall be produced per the specifications furnished by the FI:
 - Carrier Name
 - Enrollee Name
 - Enrollee Person Identification Number
 - MMIS Internal Control Number (ICN)
 - Claim Type
 - Date(s) of Service
 - Provider Billed Amount
 - Medicaid Paid Amount
 - TPL Payment Amount
 - Pay-In Voucher (PIV) Number
 - Check Number
 - Billing Provider Number

Note: Excludes overpayments (insurance policy obligation amounts in excess of Medicaid payment).

- A monthly project summary report shall be produced that summarizes the recovery effort to identify adjustments, overpayments, and identification of pay and chase claims.
- An adjustment data check log shall be produced electronically in an Excel spreadsheet which includes the following:
 - Adjustment Data Identification Number
 - Invoice Number
 - Name of Third Party Carrier
 - PIV Number
 - Check Number
 - Check Date
 - Carrier Paid Amount
 - Report Totals
- Entire payments or additional payments for services and/or beneficiaries not billed by the Contractor but included in checks for claims billed by the Contractor shall be entered on a log reflecting the following:
 - Remitter/health carrier name
 - Check Number
 - Check Date
 - The amount of the check to be dispositioned by the Contractor
 - The amount not billed by the Contractor

- Check copies and remittance pages reflecting the services and/or beneficiaries and research notations to assist with identifying beneficiaries shall be attached to the check log.
- The log with attachments shall be enclosed with each adjustment file. Adjustment reports shall be in an electronic format.

b. **COMPONENT 2:** Administer the LaHIPP program

2. Programmatic Requirements

a. **Information Provided by the Department**

i. **COMPONENT 1:** Perform recovery and cost avoidance activities –

1. The Department, through its FI, will provide the Contractor with copies of the Medicaid enrollee file, the resource file, the provider file, and the adjudicated claims history file on a monthly basis, at a minimum.
2. A TPL Carrier Code listing is available on the Louisiana Medicaid website.
3. Access to support enforcement information system data, in a format and medium determined by DCFS, will be coordinated by the Department.
4. Access to Medicare recovery data will be coordinated by the Department to ensure non-duplication and timely filing assurance.

ii. **COMPONENT 2:** Administer the LaHIPP program -

1. The Department will provide the Contractor with the LDW Extract as well as access to MEDS, Newborn Eligibility File, and Eligibility ECR will be coordinated by the Department.
2. The Department, through its FI, will also provide the Contractor with the Average Annual Medical Costs (AAMC) breakdown.

b. **Department General Duties**

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

- i. Assuring that all state and federal regulations are promptly and appropriately implemented.
- ii. Assuring that the recovered funds balance with the invoice and authorizing the disposition of the associated funds corresponding to the appropriate Medicaid expenditures.

- iii. Reviewing and ensuring the accuracy of invoices and authorizing invoice payment.
- iv. Acting as coordinator between the Contractor and the FI.
- v. Providing Louisiana Medicaid Management Information System (LMMIS) access to any and all files which the Department determines necessary for the fulfillment of contractual requirements.
- vi. Providing copies on request of the Louisiana Title XIX State Plan, including amendments hereto as published, and copies of the administrative regulations, as necessary, under which the Louisiana Title XIX State Plan is to be operated.
- vii. Furnishing, in writing the name and title of each individual, with the scope of authority of such individual, authorized to act for the Department regarding this contract.
- viii. Participating with the Contractor in developing a report delivery schedule listing the time and location of delivery of reports produced by the Contractor. Such schedule will be used to determine whether or not penalties for late reports are to be assessed.
- ix. Providing review for approval or rejection of any replacement of Contractor staff within forty-five (45) days of notification to the Department of such proposed change. The Department may request any contractor personnel changes at any time that it deems necessary with regard to this contract.
- x. Assuring that state personnel are available for consultation in the specifications of the awarded contract.

c. **Method of Measuring Performance**

The performance of the Contractor will be measured during the period of the contract by consideration of the following, as appropriate:

- i. **COMPONENT 1**: Perform recovery and cost avoidance activities –
 - 1. Enhancement of recoveries and third party cost avoidance as outlined in the contract.
 - 2. Collection of identified potential accounts receivables or receipt of documentation refuting the corresponding claims.
 - 3. The Contractor shall act as the Department's agent in collecting data from carriers on a monthly basis, at minimum.
 - 4. The Contractor shall provide to the resource file, in a specified format, adds and updates (changes and terminations to third party coverage) within thirty (30) days from receipt of the information. Documentation of the adds and updates shall be maintained by the Contractor.
 - 5. The resource file shall be updated within thirty (30) days of each carrier match.

6. Progress of the Contractor along a pre-determined series of project management oriented milestones as defined in the work plan.
7. Requirement and demonstration that the Contractor's personnel on the project are those identified in the proposal and contract.

ii. **COMPONENT 2:** Administer the LaHIPP program –

1. The Contractor shall add one hundred (100) new active cases in the program each month for the life of the contract.
2. Contractor must redetermine LaHIPP eligibility for all active cases prior to the end of the open enrollment period for all cases which have employer open enrollment during the month.
3. The Contractor must maintain a ninety percent (90%) or greater ratio of direct deposit to paper check payments for active LaHIPP cases.
4. Progress of the Contractor along a pre-determined series of project management oriented milestones as defined in the work plan.
5. Requirement and demonstration that the Contractor's personnel on the project are those identified in the proposal and contract.

3. Operational Requirements

1. **COMPONENT 1:** Perform recovery and cost avoidance activities

a. **Medicare Recovery Process**

- i. Medicare recoveries may be performed quarterly as augmentation to the Department's recovery process, currently performed by the Medicaid FI. The Contractor shall augment the FI's Medicare recoveries and shall not duplicate the claim submittals or voids/adjustments.
- ii. Medicare recoveries shall be coordinated with the Department to ensure non-duplication and timely filing assurance.
- iii. An SFTP file of the FI's quarterly Medicare void/adjustment data will be provided to the Contractor.
- iv. The Contractor shall then prepare correspondence to providers advising them of the amount of Medicaid payments to be voided/adjusted. Correspondence should be mailed to the providers within five (5) business days of the receipt of the data from the FI in order to allow timely claim submittal by the provider to the carrier. The project will close in thirty (30) days and the Contractor shall submit a void file in an approved format identifying the claims from the Medicare project within fifteen (15) days of the close of the project.

- v. Within five days of notification from the FI that the void file has process, the Contractor shall prepare and submit data to DHH for manual recoupment of the claims which failed to void or adjust electronically . The Contractor shall be responsible for resolving and responding to provider inquiries and deleting the claims to be voided/adjusted if so indicated.

b. Verified Cost Avoidance Records/File Maintenance

- i. The Contractor shall provide, in a specified format, adds and updates to the resource file for all identified third party coverage of Medicaid enrollees within thirty (30) days from receipt of the file. Documentation of the adds and updates shall be maintained by the Contractor.
- ii. Maintain an appropriately-staffed call center/verification unit with sufficient staff to fulfill the contract requirements related to file maintenance Monday through Friday, 8am-5pm CT excluding Louisiana state holidays.
- iii. Complete all insurance add/update requests from DHH, managed care plans, and/or providers as follows:
 - Emergency – policies termed within four (4) business hours (For purposes of this contract, emergency is defined as the inability of a enrollee to have a prescription filled because of incorrect third party insurance coverage on the resource file OR any emergency as determined by DHH).
 - Non-emergency – verified add/update within five (5) business days.

Insurance adds/updates shall contain:

- Enrollee Name
 - Enrollee Person Identification Number
 - Enrollee SSN
 - Enrollee Date of Birth
 - Policyholder information
 - Carrier Code
 - Policy Number
 - Group Number (if applicable)
 - Beginning Date of Coverage
 - Ending Date of Coverage
 - Scope(s) of Coverage
 - Contractor's Initiator Code (provided by Department)
 - Support Enforcement Services (SES) Initiator Code (provided by Department)
 - LaHIPA Begin/End Dates (if applicable)
- iv. Submit a nightly electronic file to the FI in the specified format with all verified insurance adds and updates. The data file shall contain:
 - Enrollee Name
 - Enrollee Person Identification Number
 - Enrollee Date of Birth

- Policyholder information
 - Enrollee SSN
 - Carrier Code
 - Policy Number
 - Group Number (if applicable)
 - Beginning Date of Coverage
 - Ending Date of Coverage
 - Scope(s) of Coverage
 - Contractor's Initiator Code (provided by Department)
 - Support Enforcement Services (SES) Initiator Code (provided by Department)
 - LaHIPP Begin/End Dates (if applicable)
- v. Review FI-generated updates reject reports and complete updates within five (5) business days.
- vi. Reverify all policies on the resource file on a quarterly basis – September, December, March, and June.
- vii. Update, add, and inactivate carrier information. The Contractor shall eliminate duplicate entries, validate entries, and inactivate carrier codes of companies that have been acquired, merged or liquidated. With each carrier code consolidation, the Contractor shall undertake a process prior to consolidation that identifies all enrollees impacted by the change and shall crosswalk enrollees under the old code to the new carrier code. The Contractor shall inactivate those carrier codes that are consolidated. The Contractor shall request new carrier codes from the FI, as necessary. All Blue Cross Blue Shield carriers shall be coded with the host plan.

c. Deposit System

- i. The Contractor shall ensure that the liable third parties shall submit payment to DHH. Collections shall be handled through a Louisiana based bank security deposit system, such as a "lock box." (The Contractor is responsible to set up and pay for all costs associated with this security deposit system.) The bank shall transfer the deposits to a DHH fiscal account within twenty-four (24) hours of receipt. The bank shall provide images of all checks, remittance notices, and any other information sent by the third parties to DHH fiscal. The Contractor shall make copies of checks and remittance notices available to DHH upon request at no cost to the Department.
- ii. The Contractor shall provide a monthly detailed listing of the checks transmitted to DHH fiscal by an electronic file, in the format specified by DHH fiscal, along with an electronic report in an agreed upon format. The DHH fiscal section will add a PIV number to the file and return the file to the Contractor. The Contractor is responsible for including the PIV number with the other related data in the adjustment file. Information contained on the file shall include but not be limited to:

- Total Amount per Deposit
- Date of Deposit
- PIV Number
- Check Number(s)
- Check Date(s)
- Check Amount(s)
- Carrier Name(s)

d. Refunds

i. The Contractor shall notify the Department of any refunds due carriers or providers when it has been determined that a carrier paid the claim or when a provider claim was voided/adjusted and a refund is due. Notification shall include, but not be limited to, the following data elements:

- Enrollee Name
- Enrollee Person Identification Number
- Carrier/Provider Name (Pay To)
- Carrier Mailing Address/Provider DHH ID Number
- Refund Amount
- Original Check Amount, Check Date, Check Number
- MMIS ICN to which the refund applies
- Remittance advice (RA) ICN of the approved original claim
- RA ICN of the voided claim
- Reason for the refund with supporting documentation
- Date of Service

ii. The Contractor shall assure that the refunded amount is credited on the next invoice submitted to the Department.

e. Follow-up Activities

The Contractor shall be responsible for follow-up activities associated with identification and collection efforts. Follow-up activities may involve, but are not limited to, resolution of coverage or referral to the Commissioner of Insurance in cases where a denial for timely filing or prior authorization is received from a carrier and is less than thirty-six (36) months from date of service.

2. COMPONENT 2: Administer the LaHIPP program -

In accordance with ACT 269 of the 2004 Regular Legislative Session, the Contractor shall process the Newborn Eligibility file submitted by the Department via SFTP nightly. Contractor shall contact the policyholder via telephone within one (1) week of notification of the date of birth for any newborn referred through the Newborn Eligibility file, MEDS input file, TPL Y, or TPL U files. Contractor shall refer newborn children to the Contractor's LaHIPP system and, once an eligibility decision has been made shall notify, in writing, the referring hospital and, if known, the insurance carrier.

i. Contractor shall make a LaHIPP eligibility decision and send notice of decision to the policyholder for all submitted LaHIPP applications within thirty (30) calendar days of receipt.

- ii. Contractor shall redetermine LaHIPP eligibility for all active cases prior to the end of the employer's open enrollment periods.
- iii. Contractor shall verify LaHIPP applicant's insurance policy number, group number, and effective date of coverage and shall record the history of this plan information within the LaHIPP system. Contractor shall develop a nightly file to transfer this policy information to the state's FI for loading to the MMIS system along with the Medicaid enrollee's LaHIPP eligibility data.
- iv. Contractor shall utilize the cost effectiveness (CE) methodology defined within Louisiana's state plan and shall retain history within the LaHIPP system and shall provide the Department access to the history of all CE determinations.
- v. Contractor's LaHIPP system shall have the ability to accept a nightly eligibility file via SFTP from the Department. Contractor shall utilize the eligibility data contained within the files to update existing LaHIPP cases and to establish new LaHIPP cases. Contractor shall develop a workflow process to alert LaHIPP operational staff of changes to LaHIPP cases.
- vi. Contractor shall retain history within the LaHIPP system and shall provide the Department access to history for all status changes, MEDS system updates, payments, overpayments, notices, and any other system or demographic case information captured within the LaHIPP system.
- vii. Contractor shall develop notices in accordance with the Department's policies and procedures. Contractor shall not utilize any notice which has not been approved by the Department. Contractor shall develop a real-time file for SFTP notice transfer to DCFS for printing. At the direction of the Department, Contractor notices shall be sent via SFTP to the Medicaid electronic case record (ECR) accompanied by a case activity log (CAL) entry. Contractor shall monitor the timeliness of the notice delivery process by using test cases for each submittal. Contractor shall monitor the notice creation and submission process for duplicative production transferred to DCFS for printing.
- viii. The Contractor shall develop a check write file to include paper check and direct deposit information in conjunction with the Department's fiscal protocols and formatting requirements. Contractor shall submit this check write file via SFTP to the Department's fiscal section according to an agreed upon timeline. Contractor shall reconcile LaHIPP cases by processing the monthly clear and void files provided via SFTP by the Department's fiscal section and shall notify the Department if the files are not received from the Department's fiscal section by the tenth (10th) day of each month. Contractor shall maintain a ninety percent (90%) or greater ratio of direct deposit to paper check payments.
- ix. Contractor shall be responsible for all outreach to designated populations certified within Medicaid and to the Medicaid provider community at the direction of the Department. Outreach and marketing of the LaHIPP program are to the benefit of the Contractor and shall remain the

Contractor's responsibility. All marketing plans and materials must be approved by the Department before utilization.

- x. Contractor shall develop LaHIPP reports detailing case activity, enrollment data, renewals, outreach activities, check writes, notices, overpayments, system downtime, and any other metric requested by the Department. Sample LaHIPP reports will be made available in the procurement library.
- xi. Contractor shall adhere to the LaHIPP Data Warehouse (LDW) extract file design for existing data elements and tables to be submitted via SFTP weekly to the state's FI. The LDW schema will be made available in the procurement library.
- xii. Contractor shall process overpayment collections and reconciliation of LaHIPP accounts in accordance with the Department's policies and procedures.
- xiii. Contractor shall provide DHH full access to its LaHIPP production system from Monday through Friday, 8am-5pm CT, excluding Louisiana state holidays. Contractor shall notify the Department within a fifteen (15) minute timeframe of production system downtime and shall provide to the Department a monthly report of downtime errors to include root cause and error resolution. Contractor shall notify the Department as soon as the production system is operational after a downtime episode.
- xiv. Contractor shall provide LaHIPP policy information and LaHIPP begin and end dates along with all updates daily to the TPL contractor. LaHIPP contractor shall verify LaHIPP enrollee information including enrollee ID, policy number, group number (if applicable), carrier, effective date of coverage and LaHIPP begin and end dates. LaHIPP contractor shall have quality control measures in place to verify the accuracy of the LaHIPP information provided to the TPL contractor.
- xv. Contractor shall review each LaHIPP enrollee's recipient file information for existing managed care coverage segments which are concurrent with LaHIPP enrollment. Contractor shall develop and submit to the Department a weekly report which accurately identifies LaHIPP enrollees with overlapping managed care coverage.
- xvi. Contractor shall provide all data related to the administration of the LaHIPP program to new contractor in a Department-approved format at termination of contract.

3. Additional Contractor Requirements –

COMPONENTS 1 & 2:

The Contractor shall:

- i. Establish a suitably secure environment for the Contractor's off-site storage needed for storage of supportive documentation used in or resulting from the performance of the contractual obligation. The Contractor shall obtain

prior approval of any proposed off-site storage location. Such approval will not be unreasonably withheld. The Contractor shall provide advance notice to the Department of the need for change in the off-site storage location.

- ii. Provide its own office space, furniture, equipment, and supplies. The Contractor is not required to be domiciled in the Baton Rouge area; however, the Department shall have the option to require contract performance facilities within East Baton Rouge parish or a contiguous parish if the Department determines at any time that the success of the contract is dependent on immediate and extensive access to the contract staff and resources.
- iii. House all documents associated with the performance of this contract in the Contractor's office or a Department approved off-site storage location.
- iv. Produce timely and accurate reports and statistics in a format specified by the Department.
- v. Respond timely to requests by the Department for information requested by DHH, by state and/or federal auditors or the Centers for Medicare and Medicaid Services (CMS).
- vi. Turn over upon request, at no extra charge to the Department, copies of files and documentation including, but not limited to, manuals, operations manuals, and other documentation relating thereto that are essential to initiation and operation of the Medicaid program.
- vii. Obtain and/or accept from the Department and/or FI documents and reports necessary in the performance of TPL functions.
- viii. Use no data or information provided to the Contractor by the Department or its FI (other than to satisfy the requirements of the contract) without the prior written consent of the Department.

4. Staffing Requirements/Qualifications

The Contractor shall:

- a. **COMPONENT 1**: Perform recovery and cost avoidance activities –
 - i. Maintain an adequate organizational structure and staffing level with sufficient experience to discharge the Contractor's responsibilities and provide this information in writing when requested by the Department.
 - ii. Notify the Department in writing of persons authorized to act on behalf of the Contractor. At a minimum, the Contractor shall designate a Project Director, Project Manager, and maintain an appropriate level of staff to accomplish the performance requirements of the contract.
 - iii. Submit proposed personnel change requests, supervisory level and above, in writing to the Department for approval forty-five (45) days in advance of the proposed change. Contractor shall provide resumes of personnel

proposed for consideration. No personnel change may be made without written approval by the Department.

- iv. Maintain an adequate liaison with the Department in connection with contractual responsibilities. Liaison shall be fostered by meetings as needed between the Department and the Contractor. Any request for information from the FI which is necessary to perform contract-related activities shall be made to the Contract Monitor.
- v. Assume complete responsibility for staff training and the cost and timely accomplishment of all contractual responsibilities.
- vi. Cooperate fully with any contractors, consultants, or other parties that may be engaged by the Department. Permit access by any other parties, when requested in writing by the Department, to the Medicaid program files, procedures, and records which may be in the possession of or under the control of the Contractor.
- vii. Assign a Project Director with a minimum of five (5) years project management experience directing or supervising a project of similar size and scope.
- viii. Assign a Project Manager, dedicated to the day-to-day operations, with a minimum of two (2) years project management experience working with a project of similar size and scope and a minimum of one year working with Medicaid TPL.
- ix. The Project Director or Project Manager shall take part in weekly conference calls with the Department. The weekly meeting times and days shall be established through mutual agreement between the Department and the Contractor.
- x. The Project Director shall serve as liaison with Department personnel. At a minimum, the Project Director shall be responsible for problem resolution, assuring that all contract employees are properly trained and supervised, and assuring that appropriate quality control procedures are in place.
- xi. The Project Manager shall be responsible for review of reports, meetings with the Department, establishment of data match contracts with insurance carriers, establishment of overall procedures and management of the Contract, daily depositing to the lock box, and reconciliation of collections to Medicaid payments.
- xii. Assign File Maintenance Supervisor dedicated to the day-to-day file maintenance operations with a minimum of three (3) years supervisory experience working with a project of similar size and scope and one (1) year of direct TPL file maintenance experience.
- xiii. Assign operational staff to perform the file maintenance and verification function at a level sufficient to accomplish the performance requirements of the contract.

xiv. Assign recoveries operational staff responsible for reviewing claims, requesting third party payments, processing collections, and collecting updates to existing coverage and termination of coverage.

b. **COMPONENT 2:** Administer the LaHIPP program-

- i. Maintain an adequate organizational structure and staffing level with sufficient experience to discharge the Contractor's responsibilities and provide this information in writing when requested by the Department.
- ii. Notify the Department in writing of persons authorized to act on behalf of the Contractor. At a minimum, the Contractor shall designate a Project Director, Project Manager, and maintain an appropriate level of staff to accomplish the performance requirements of the contract.
- iii. Submit proposed personnel change requests, supervisory level and above, in writing to the Department for approval forty-five (45) days in advance of the proposed change. Contractor shall provide resumes of personnel proposed for consideration. No personnel change may be made without written approval by the Department.
- iv. Maintain an adequate liaison with the Department in connection with contractual responsibilities. Liaison shall be fostered by meetings as needed between the Department and the Contractor. Any request for information from the FI which is necessary to perform contract-related activities shall be made to the Contract Monitor.
- v. Assume complete responsibility for staff training and the cost and timely accomplishment of all contractual responsibilities.
- vi. Cooperate fully with any contractors, consultants, or other parties that may be engaged by the Department. Permit access by any other parties, when requested in writing by the Department, to the Medicaid program files, procedures, and records which may be in the possession of or under the control of the Contractor.
- vii. Assign a Project Director with a minimum of five (5) years project management experience directing or supervising a project of similar size and scope.
- viii. Assign a LaHIPP Manager dedicated to the day-to-day operations, with a minimum of three (3) years project management experience working with a project of similar size and scope and two (2) years of direct HIPP management experience.
- ix. Assign a LaHIPP Supervisor dedicated to the day-to-day LaHIPP operations with a minimum of two (2) years supervisory experience working with a project of similar size and scope and one (1) year of direct HIPP management experience.
- x. Assign LaHIPP operations staff responsible for referring potential clients, determining and redetermining LaHIPP eligibility, entering and updating

client policy and employer plan/premium information into the LaHIPP system, and communicating with stakeholders and interested parties throughout the state of Louisiana.

5. Record keeping requirements

a. Invoices

i. **COMPONENT 1:** Perform recovery and cost avoidance activities –

1. Invoices for recoveries may be submitted to the contract monitor for payment authorization after the Department has notified the Contractor that adjustments submitted by the Contractor have been processed successfully. The Department shall be notified within five (5) working days of any checks received in error and provided a listing which contains the remitter, check number, check date, and check amount. A copy of the check and all documentation received with the check shall be attached.
2. Invoices may not be filed for less than \$1,000 with the exception of the last invoice which shall be for the final amount. Final invoice(s) shall be received within fifteen (15) days following the termination date of the contract.
3. Invoices shall be in a hard copy format on Contractor letterhead as well as an electronic version to include specified data elements as determined by the Department.

ii. **COMPONENT 2:** Administer the LaHIPP program –

4. Invoices may not be filed for less than \$1,000 with the exception of the last invoice which shall be for the final amount. Final invoice(s) shall be received within fifteen (15) days following the termination date of the contract.
5. Invoices shall be in a hard copy format on Contractor letterhead as well as an electronic version to include specified data elements as determined by the Department.

6. Meeting Minutes

COMPONENTS 1 & 2:-

- i. Contractor is responsible for providing minutes from all meetings as specified by the Department to the Department within five (5) business days.
- ii. Contractor should maintain copies of meeting minutes and copies should be made available per Department request, at no additional cost to the Department.

7. Reporting Requirements

COMPONENT 1 Reports:

a. Project Status Reports

The Contractor shall provide progress reports for each of the projects, including specified data elements as determined by the Department, within an agreed upon timeframe between the Department and the Contractor.

b. Billing Reports

The Contractor shall provide access to all billings to include specified data elements as determined by the Department in an agreed-upon format due within two (2) weeks after the date of billing.

c. Invoice Reports

i. The Contractor shall produce the following adjustment reports which shall include specified data elements as determined by the Department in an agreed-upon format:

- Recoveries
- Pay and Chase
- Overpayments
- Summary by Recovery Type
- Summary of Recovery Subtotal by Carrier
- Refunds
- Payments Recouped by Carriers
- Monthly Report by Claim Type

ii. The Contractor shall produce the following recoupment reports which shall include specified data elements as determined by the Department in an agreed-upon format:

- Commercial Insurance Recoveries
- Medicare Recoveries
- Refunds

iii. Managed Care TPL Report

The Contractor shall report the amount billed and collected for Medicaid enrollees in prepaid managed care.

d. Accounts Receivable Reports

i. Project Accounts Receivable Reports

Reports shall be submitted with the invoice. The identified potential accounts receivables shall be classified after a project as being:

- Denied – an EOB received from provider/carrier with a reason identifying that the claim in question was not the responsibility of a third party; or
- Outstanding – neither payment nor documentation received refuting claim

The identified potential accounts receivables shall continue to be reported on a monthly report to provide an update to the status of each project. This report shall include, as required, six month follow-up activity. The Accounts Receivable Reports shall be submitted monthly for each project until at least ninety percent (90%) of claims have been classified as Collected or Denied.

ii. **Quarterly Accounts Receivable Reports**

A quarterly accounts receivable report shall be produced in accordance with the requirements of the Department.

e. **File Maintenance Reports -**

- The Contractor shall submit a monthly carrier code update report identifying those carrier codes that have been added and carrier codes that have been inactivated.
- The Contractor shall submit a monthly carrier file report identifying all carriers submitting files to the Contractor, the frequency of the submission of the files, and the status of outreach to those carriers that are not providing files.
- The Contractor shall submit a weekly file maintenance staffing report identifying the number of staff that performed file maintenance duties; the number of staff that performed verification duties; and the total percentage of time each staff person was dedicated to performing file maintenance/verification exclusively for this contract.
- The Contractor shall report monthly on pharmacy insurance policies that do not have a corresponding major medical segment.
- The Contractor shall submit a monthly report identifying the date (mm/dd/yyyy) a carrier eligibility file is received, the name of the carrier, the date (mm/dd/yyyy) the carrier eligibility file is verified, and the date (mm/dd/yyyy) that the verified adds or updates are loaded to the resource file.
- The Contractor shall submit a weekly report to identify the insurance status (Y or N) for Medicaid enrollees submitted for verification via nightly file from MEDS.

f. **COMPONENT 2 Reports:**

The Contractor shall design LaHIPP system to produce the following reports including, but not limited to, the data elements listed. These reports shall be reproducible at any time by selecting the date range of interest.

- i. **LaHIPP Case Activity Report** shall capture case status information by date and time and produce the following data elements:
 - LaHIPP case status - pending, active, closed, rejected, suspended or any equivalent status developed by the Contractor with approval of the Department
 - LaHIPP case ID
 - LaHIPP policyholder first and last name
 - Date of status change
 - Payment type – paper check or direct deposit

- ii. **LaHIPP Enrollment Data Report** shall capture data pertaining to the total number of LaHIPP enrollees and LaHIPP beneficiaries and shall also include Medicaid certified enrollee case information. The LaHIPP Enrollment Data Report shall include the following data elements and shall be run real time:
 - Total number of Medicaid enrolled LaHIPP enrollees
 - Total number of non-Medicaid LaHIPP beneficiaries
 - Medicaid type case association for each LaHIPP enrollee

- iii. **LaHIPP Renewal Report** shall capture information on LaHIPP cases due for eligibility redetermination during the policyholder's employer open enrollment period. The report shall include the following data elements:
 - LaHIPP Case ID
 - LaHIPP Case Status (Active or Termed)
 - Policyholder First Name and Last Name
 - Employer Name
 - Carrier
 - Policy ID

- iv. **LaHIPP Outreach Report** shall capture information on all outreach efforts and the response to the outreach effort. The LaHIPP Outreach Report shall identify by date outreach to Medicaid enrollees and shall include the following data elements:
 - Total number of mailers sent to Medicaid enrollees by category of outreach – e.g., pregnant women
 - Total response to the mailers
 - Total mail returned to sender
 - Total outbound phone calls by category of outreach
 - Total outbound calls answered
 - Total outbound calls dropped
 - Total returned calls due to outreach
 - Total number of LaHIPP cases activated by outreach effort

- v. **LaHIPP Check Write Report** shall capture payment information sent to DHH fiscal. The report shall include the following data elements:

- LaHIPP case ID
 - Policyholder first and last name
 - Payment amount
 - Title XIX or XXI funding
 - Payment type – paper check or direct deposit
- vi. **LaHIPP Notice Report** shall capture the total number and types of notices mailed per day. The report shall include the following data elements:
- Notice type
 - LaHIPP case ID
 - Policyholder first and last name
 - Date of mailing
 - Total number of notices mailed identified by notice type
- vii. **LaHIPP Overpayment Report** shall document the current status of LaHIPP cases which have been overpaid. The report shall include the following data elements:
- LaHIPP case ID
 - Policyholder first and last name
 - Overpayment amount due
 - Overpayment amount repaid
 - Repayment amount due
- viii. **LaHIPP System Downtime Report** shall document any system outages. The monthly report shall include the following data elements:
- System error which produced the downtime
 - Date and time of the outage
 - Response time to address the outage
 - Response time to correct the outage
 - Root cause and error resolution
 - Corrective action taken
- ix. **LaHIPP Managed Care Overlap Report** shall accurately identify LaHIPP enrollees with overlapping managed care coverage. The weekly report shall include the following data elements:
- LaHIPP Case ID
 - Medicaid enrollee ID for all Medicaid enrollees associated with the LaHIPP case
 - LaHIPP begin and end dates for each LaHIPP enrollee
 - Managed care begin and end dates for each LaHIPP enrollee

The Department reserves the right to require any other reports deemed necessary.

g. Disaster Recovery Plan

COMPONENTS 1 & 2:

The Contractor shall submit a disaster recovery plan which addresses, but is not limited to, back-up phone/fax/email/website availability in the event that primary service is interrupted for any reason for all activities performed or provided by the Contractor; specifically, operational activities such as file maintenance activities, LaHIPP activities, and DHH's access to real-time insurance data.

h. Transition Plan –

COMPONENTS 1 & 2:

The Contractor shall submit a transition/takeover plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another vendor. The transition/takeover plan must include procedures that shall, at a minimum, comply with the following stipulations:

- 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 shall become the property of the Department.
- In the event of contract termination, the Contractor shall transfer all data and non-proprietary systems to the Department or new vendor within the agreed upon time frame.
- The transition/takeover plan must be adhered to within thirty (30) days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, DHH may reassert the assessment of liquidated damages, even following contract termination.

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

3. In the event the Contractor fails to perform as required, the Contractor shall pay the Department the following specified amounts as agreed liquidated damages:
 - a. **Components 1 & 2 Requirement:**
Contractor shall submit reports in accordance with requirements.
 - **Liquidated Damages:**
A twenty-five (\$25) dollar per business day charge to the Contractor may be imposed per each report for each day after the report due date until the report is received.

 - b. **Components 1 & 2 Requirement:**
Contractor is responsible for providing minutes from all meetings as specified by the Department to the Department within five (5) business days.
 - **Liquidated Damages:**
A one hundred dollar (\$100) charge to the Contractor may be imposed for each occurrence in which minutes are not received by the Department within five (5) business days.

 - c. **Components 1 & 2 Requirement:**
Contractor shall request approval to make changes of key personnel to the Department as described in the proposal.
 - **Liquidated Damages:**
A one hundred fifty dollar (\$150) per business day charge to the Contractor may be imposed for each day that a change in key personnel is made but not approved by the Department.

 - d. **Components 1 & 2 Requirement:**
Project Director or Project Manager shall take part in weekly conference calls with the Department.
 - **Liquidated Damages:**
A one thousand dollar (\$1,000) charge to the Contractor may be imposed for each weekly meeting at which neither the Project Director nor the Project Manager takes part unless approved by the Department.

e. **Component 1 Requirement:**

Contractor shall have, at a minimum, data match agreements with all health insurance carriers that have more than 1,000 covered lives in the State of Louisiana within ninety (90) days of contract execution.

o **Liquidated Damages:**

A one hundred dollar (\$100) per business day charge to the Contractor may be imposed for each data match agreement not obtained for each day beyond ninety (90) days from contract effective date.

f. **Component 1 Requirement:**

Contractor shall pursue follow-up on outstanding accounts receivables six (6) months after Contractor issues billings to carriers with the requirement of ninety (90) percent resolution of claims within sixty (60) days of six (6) month follow-up.

o **Liquidated Damages:**

A five thousand dollar (\$5,000) charge to the Contractor may be imposed for each project that does not achieve a minimum of ninety (90) percent resolution of claims within sixty (60) days of six (6) month follow-up.

g. **Component 1 Requirement:**

Contractor shall maintain an appropriately-staffed call center/verification unit with adequate staff available Monday through Friday, 8am-5pm CT excluding Louisiana state holidays.

o **Liquidated Damages:**

A five thousand dollar (\$5,000) charge may be imposed for each day that the call center/ verification unit is not open and available to conduct business in accordance with requirements. A five hundred dollar (\$500) per hour charge may be imposed when the call center/verification unit is not open and available to conduct business for more than two hours as required.

h. **Component 1 Requirement:**

Contractor shall update the resource file by adding, terming, or updating insurance policy information as required.

o **Liquidated Damages:**

Payment of fee to the Contractor may be withheld for recovery of Medicaid funds recouped as a result of insurance policy information not being updated as required. In addition, a two hundred seventy-five dollar (\$275) charge to the Contractor may be imposed for each addition, termination, or update of insurance policy information that is not completed as required.

i. **Component 1 Requirement:**

Contractor shall submit a nightly electronic file to the FI in the specified format with all verified insurance adds and updates, including LaHIPP begin/end dates (if applicable).

- **Liquidated Damages:**
A four hundred dollar (\$400) charge to the Contractor may be imposed for each day the nightly electronic file is not submitted as required.
- j. **Component 1 Requirement:**
Verified insurance coverage shall be uploaded within thirty (30) days of the data matches.
 - **Liquidated Damages:**
A one thousand dollar (\$1,000) per day charge to the Contractor may be imposed for each day the file is not loaded within thirty (30) days of the data match.
- k. **Component 2 Requirement:**
One hundred (100) new LaHIPP cases shall be added per month.
 - **Liquidated Damages:**
A fifty dollar (\$50) charge to the Contractor may be imposed for each case under the required minimum number of new cases.
- l. **Component 2 Requirement:**
Contractor shall maintain an appropriately staffed LaHIPP operations unit with adequate staff available Monday through Friday, 8am-5pm CT excluding Louisiana state holidays.
 - **Liquidated Damages:**
A two thousand five hundred dollar (\$2,500) charge may be imposed for each day that the LaHIPP operations unit is not open and available to conduct business in accordance with Deliverable 3.a. A three hundred dollar (\$300) per hour charge may be imposed when the LaHIPP unit is not open and available to conduct business for more than two hours as required.
- m. **Component 2 Requirement:**
Contractor shall redetermine LaHIPP eligibility for all active cases prior to the end of employers' open enrollment periods.
 - **Liquidated Damages:**
A forty dollar (\$40) charge to the Contractor may be imposed for each case not redetermined for LaHIPP eligibility during the employer open enrollment period. Contractor may also be held responsible for any overpayments created and any provider billing errors encountered due to the failure to correctly redetermine LaHIPP eligibility during the open enrollment period.
- n. **Component 2 Requirement:**
Contractor shall utilize accurate premium information when determining LaHIPP cost effectiveness and the monthly/annual premium amount entered in the CE analysis shall be equivalent to the premium being reimbursed.

- **Liquidated Damages:**
A one thousand dollar (\$1,000) charge may be imposed on the Contractor for every LaHIPP case determined cost effective and activated or renewed utilizing incorrect premium information.

- o. **Component 2 Requirement:**
Contractor shall retain history and provide the Department access to history for all status changes, MEDS system updates, payments, overpayments, CE calculations, and notices.
 - **Liquidated Damages:**
A two thousand eight hundred eight dollar (\$2,880) charge may be imposed on the Contractor for failure to retain and provide access to history for all status changes, MEDS system updates, payments, overpayments, CE calculations, and notices.

- p. **Component 2 Requirement:**
Contractor shall maintain a ninety percent (90%) or greater direct deposit to paper check ratio for all LaHIPP cases in active status.
 - **Liquidated Damages:**
A three hundred dollar (\$300) charge to the Contractor may be imposed for every month the ratio of direct deposit to paper check payments falls below ninety percent (90%).

- q. **Component 2 Requirement:**
Contractor shall make a LaHIPP eligibility decision and send notice of decision to the policyholder for all submitted LaHIPP applications within thirty (30) calendar days of receipt.
 - **Liquidated Damages:**
A fifty dollar (\$50) charge to the Contractor may be imposed for each case for which an eligibility decision has not been made and decision notice sent within thirty (30) calendar days of receipt of the submitted application.

- r. **Component 2 Requirement:**
Contractor shall monitor the notice creation and submission process for duplicative notification production transferred to DCFS for printing.
 - **Liquidated Damages:**
A five hundred dollar (\$500) charge to the Contractor may be imposed for every case in which duplicate notices are produced and transferred to DCFS for printing and mailing.

- s. **Component 2 Requirement:**
Contractor shall reconcile LaHIPP cases by processing the monthly clear and void files provided by the Department's fiscal section via SFTP.
 - **Liquidated Damages:**
A one thousand dollar (\$1,000) charge to the Contractor may be imposed for every month the Contractor fails to process the monthly clear and void files provided by DHH fiscal as required by the Department.

- t. **Component 2 Requirement:**
Contractor shall adhere to the LaHIPP Data Warehouse (LDW) extract file design for existing data elements and tables to be submitted weekly to the state's FI via SFTP.
- **Liquidated Damages:**
A one thousand five hundred dollar (\$1,500) charge to the Contractor may be imposed for each inaccurate LDW extract file submitted to the state's FI.
- u. **Component 2 Requirement:**
Contractor shall provide LaHIPP policy information and LaHIPP begin and end dates along with all updates daily to the TPL contractor. LaHIPP contractor shall verify LaHIPP enrollee information including enrollee ID, policy number, group number (if applicable), carrier, effective date of coverage, and LaHIPP begin and end dates. LaHIPP contractor shall have quality control measures in place to verify the accuracy of the LaHIPP information provided to the TPL contractor.
- **Liquidated Damages:**
A fifty dollar (\$50) charge to the Contractor may be imposed for each LaHIPP enrollee with incorrect TPL and/or LaHIPP begin and end dates submitted to the resource file. Once identified, if not corrected and resubmitted within five (5) days, a two hundred fifty dollar (\$250) additional charge may be imposed. If not corrected and resubmitted within ten (10) days, a one thousand dollar (\$1,000) additional charge may be imposed.
- v. **Component 2 Requirement:**
Contractor shall process overpayment collections and reconciliation of LaHIPP accounts in accordance with the Department's policies and procedures.
- **Liquidated Damages:**
A two hundred fifty dollar (\$250) charge to the Contractor may be imposed for each LaHIPP case for which overpayment collections have not been processed or accounts have not been reconciled in accordance with the Department's policies and procedures.
- w. **Component 2 Requirement:**
Contractor shall contact the policyholder via telephone within one (1) week of notification of the date of birth for any newborn referred through the Newborn Eligibility file process or through the MEDS input file, TPL Y, or TPL U files.
- **Liquidated Damages:**
A five hundred dollar (\$500) charge to the Contractor may be imposed for each policyholder not contacted by telephone within one (1) week of notification of the date of birth for any newborn referred through the Newborn Eligibility file process or through the MEDS input file, TPL Y, or TPL U files as required.

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

1. For recovery activities, the Contractor shall own, lease or have access to computer facilities to be able to accept electronic data, bill health carriers electronically, data match electronically, and produce Medicaid adjustments and reports through Department designated electronic media.
2. The Contractor shall adhere to all State and Federal regulations and guidelines, as well as industry standards and best practices, for information systems, data exchange, and any functions necessary to fulfill the requirements of this RFP;
3. The Contractor shall be responsible for all initial and recurring costs required for access to DHH system(s), as well as DHH access to the Contractor's system(s). These costs include, but are not limited to, hardware, software, licensing, authority/permission to utilize any patents, annual maintenance, support, and connectivity with DHH and the Fiscal Intermediary;
4. The Contractor shall also have sufficient means, automated or manual, with which to produce hard copy bills/claims to carriers who cannot accept electronic media.
5. The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:
 - The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
 - The Contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
 - The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
 - Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for DHH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
 - Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
 - Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)

- Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All contractor utilized computers and devices must:
 - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - Have encryption protection enabled at the Operating System level.

F. Subcontracting

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

2. Vendor Contracts under Business Agreements

The Contractor shall not contract with any other vendor under a business agreement for the furnishing of any good, product, or merchandise, or the supplying of any good or service required by the contract without the express prior written approval of the Department. The Contractor shall not substitute any vendor under a business agreement without the prior written approval of the Department. For vendor(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 vendors through the following:

 - a. The vendor(s) will provide a written commitment to accept all contract provisions.
 - b. The vendor(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.

3. Subcontractor/Subcontracting Definition

The definition of “subcontractor” and “subcontracting” as used in Paragraph F and as contemplated throughout this contract, means any party who contracts directly with the primary contractor for performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.

4. Vendor Definition

The definition of "vendor" as used in Paragraph F and as contemplated throughout this contract, means any party who contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.

5. Performance of Contracts within the United States

Any work or service by a subcontractor, or the selling, offering to sell, or the furnishing of a specific good, product, or merchandise of a part of the principal contract by a vendor, must be performed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico, Guam, Virgin Islands of the United States, the Northern Marianas and American Samoa.

G. Compliance With Civil Rights Laws

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

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

H. Insurance Requirements

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

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

shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

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

4. Insurance Covering Special Hazards

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

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's/Vendor's Insurance

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

I. Resources Available to Contractor

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

J. Contract Monitor

All work performed by the contract will be monitored by the contract monitor or designee:
Contract Monitor c/o Danny Murnane
Department of Health and Hospitals
Bureau of Health Services Financing
Recovery and Premium Assistance
Bienville Building
628 North 4th Street 6th Floor
Baton Rouge, LA 70802

K. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for the period 3 years. With all proper approvals and concurrence with the successful contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Subsequent to the extension of the contract beyond the initial 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of Contractual Review (OCR) to extend contract terms beyond the initial 3 year term.
2. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of Contractual Review. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

L. Payment Terms

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the Department. Continuation of payment is dependent upon available funding. Contractor shall submit final invoices to the Department within fifteen (15) days after termination of contract.

a. **COMPONENT 1:** Perform recovery and cost avoidance –

- i. Contractor shall receive a contingency fee, based on the amount of third party payments collected. Invoices shall be paid after Medicaid claims are successfully collected via adjustment, void, or negative balance transaction.
- ii. Contractor shall be responsible for adding or updating coverage, prior to invoicing the Department, for any recovery made on the behalf of the Department.
- iii. No projects shall begin after January 1, 2017 without written Department approval. For the final three months of the contract, approximately April 1, 2017 through June 30, 2017, Contractor shall engage in clean up and contract close out activities in accordance with the Department's directives.

b. **COMPONENT 2:** Administer the LaHIPP program –

Contractor shall be paid a negotiated monthly fee for each LaHIPP case active as of the last day of the billing month.

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. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by the proposer.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject all proposals received in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of Contractual Review.
4. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); Title 39, Chapter 16 (professional, personal, consulting, and social services procurement); or Title 39, Chapter 17 (Louisiana Procurement Code).

E. Contract Award and Execution

1. The Secretary of DHH reserves the right to:
 - a. Make an award without presentations by proposers or further discussion of proposals received.
 - b. To enter into a contract without further discussion of the proposal submitted based on the initial offers received.
 - c. Contract for all or a partial list of services offered in the proposal.

2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
4. If the contract negotiation period exceeds xx days or if the selected Proposer fails to sign the final contract within xx days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

F. Assignments

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

G. Determination of Responsibility

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

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule; Has a satisfactory record of integrity, judgment, and performance; and
4. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

H. Proposal and Contract Preparation Costs

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of Contractual Review. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

I. Errors and Omissions

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

J. Ownership of Proposal

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

K. Procurement Library/Resources Available To Proposer

Department program manuals and pertinent Federal and State regulations, as well as other materials, are available for review in the Procurement Library. The Procurement Library may be accessed at the following link:

<http://new.dhh.louisiana.gov/index.cfm/page/1848>.

L. Proposal Submission

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

If courier mail or hand delivered:

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 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

M. Proprietary and/or Confidential Information

1. Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

N. Proposal Format

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.

O. Requested Proposal Outline:

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

P. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH Bureau of Health Services Financing/Recovery and

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

5. Work Plan/Project Execution

COMPONENTS 1 & 2:

The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II 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.

- c. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
 - d. Describe approach and strategy for project oversight and management.
 - e. 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.
 - f. Demonstrate an understanding of and ability to implement data collection as needed.
 - g. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
 - h. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
 - i. Refer to specific documents and reports that can be produced as a result of completing tasks to achieve the requested deliverables.
 - j. Identify all assumptions or constraints on tasks.
 - k. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
 - l. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
 - m. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
6. Relevant Corporate Experience
- a. The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have within the last 24 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24 months. References shall include the name, email address and telephone number of each contact person.
 - b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.
7. Personnel Qualifications
- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be

evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.

- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. 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 cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined.

Q. Independent Assurances

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

R. Waiver of Administrative Informalities

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

S. Withdrawal of Proposal

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

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

4. Cost Evaluation:
- a. The proposer with the lowest total cost for all three (3) years shall receive 50 points. Other proposers shall receive points for cost based upon the following formula:

Component 1:

FI Recovery Efforts = 25 pts $CPS = (LPC/PC) * 25$
 Resource File Maintenance = 25 pts $CPS = (LPC/PC) * 25$

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

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	15
Corporate Experience	5
Qualification of Personnel	10
Financial Statements	5
Cost	50
Veteran and Hudson Initiatives	10
Total	100

Component 2:

LaHIPP = 50 pts $CPS = (LPC/PC) * 50$

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

- b. The assignment of the 50 points based on the above formulas will be calculated by a member of the DHH Contracts Office staff.

6. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	15
Corporate Experience	5
Qualification of Personnel	10
Financial Statements	5
Cost	50
Veteran and Hudson Initiatives	10
Total	100

B. On Site Presentation/Demonstration

Not Required for the RFP

C. Evaluation Team

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

D. Administrative and Mandatory Screening

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

E. Clarification of Proposals

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

F. Announcement of Award

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

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by DHH and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DHH. The identification of all such confidential data and information as well as DHH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DHH in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's

data and information are deemed by DHH to be adequate for the protection of DHH's confidential information, such methods and procedures may be used, with the written consent of DHH, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

B. Taxes

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

C. Fund Use

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

VII. CONTRACTUAL INFORMATION

A. Contract

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

1. Personnel Assignments

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

2. Force Majeure

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

3. Order of Precedence

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

priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

4. Entire Agreement

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

5. Board Resolution/Signature Authority

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

6. Warranty to Comply with State and Federal Regulations

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

7. Warranty of Removal of Conflict of Interest

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

8. Corporation Requirements

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

- a. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana- the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

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

10. Right To Audit

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11. Contract Modification

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

12. Severability

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

13. Applicable Law

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

B. Mutual Obligations and Responsibilities

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

C. Retainage

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

D. Indemnification and Limitation of Liability

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense

of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.
5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. Termination

1. Termination For Cause

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

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

2. Termination For Convenience

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

3. Termination For Non-Appropriation Of Funds

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

Attachments:

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

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

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

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

Proposer Status and Reserved Points

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

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

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

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

<http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

CERTIFICATION STATEMENT

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 complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 90 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **15** calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

DHH - CF - 1
Revised: 2011-06

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

**CFMS:
DHH:
Agency #**

AND

FOR

Personal Services Professional Services Consulting Services Social Services

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

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

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

13) Maximum Contract Amount

14) Terms of Payment

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

[Empty box for terms of payment details]

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name	Last Name
	Title	Phone Number

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

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning 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.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

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

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

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

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

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health and Hospitals (“DHH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. **Definitions:** As used in this addendum –
 - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own

- expense; or (b) by DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
 10. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
 11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
 12. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
 13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
 14. Contractor shall indemnify and hold DHH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
 15. The parties agree that the legal relationship between DHH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between DHH and contractor.
 16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
 17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Cost Template

Proposers must complete a cost proposal for all three years of the contract period, in the following format to be considered for award. If it is not completed, the Proposer will be disqualified from consideration.

Instructions:

Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP. This rate shall be fully burdened with all costs for the provision of services including travel and expenses. Historical data for the components below will be made available in the procurement library.

YEAR 1	
COMPONENT 1: Perform Recovery and Cost Avoidance Activities	
	Proposed Percentage Rate
Third Party Identification and Collections (Commercial Insurance) & Augmentation of FI's Medicare recovery efforts	
	Proposed Rate per Month
Resource File Maintenance	

YEAR 2 COMPONENT 1: Perform Recovery and Cost Avoidance Activities	
	Proposed Percentage Rate
Third Party Identification and Collections (Commercial Insurance) & Augmentation of FI's Medicare recovery efforts	
	Proposed Rate per Month
Resource File Maintenance	

YEAR 3 COMPONENT 1: Perform Recovery and Cost Avoidance Activities	
	Proposed Percentage Rate
Third Party Identification and Collections (Commercial Insurance) & Augmentation of FI's Medicare recovery efforts	
	Proposed Rate per Month
Resource File Maintenance	

YEAR 1 COMPONENT 2: Administer the LaHIPP Program	
	Proposed Rate per Active Case per Month
Active LaHIPP Cases	

YEAR 2 COMPONENT 2: Administer the LaHIPP Program	
	Proposed Rate per Active Case per Month
Active LaHIPP Cases	

YEAR 3 COMPONENT 2: Administer the LaHIPP Program	
	Proposed Rate per Active Case per Month
Active LaHIPP Cases	