



**Office of the Secretary**

**Request for Information (“RFI”)**

**For**

**Highly Specialized Technical Assistance and Consulting Services  
for the Louisiana Medicaid Program**

**RFI #: LDH-RFI-SPECIALIZED MEDICAID TA**

**RFI due date and time: Monday, July 20, 2020 at 4:30 p.m. (CDT)**

*NOTE: This Request for Information (“RFI”) is intended solely for informational and planning purposes and DOES NOT constitute a solicitation. Any and all information received may be reviewed and discussed, as appropriate, and may result in the advertisement of a formal and competitive Request for Proposal (“RFP”) for any or all of the services included in the RFI.*

*Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential by a proposer. Any material within a response to this RFI identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Law, R.S. 44:1 et seq. and all applicable rules, regulations, and policies. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.*

**Release Date: June 23, 2020**

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# **1 GENERAL INFORMATION**

## **1.1 Background**

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

LDH is the single state Medicaid agency that administers the Medicaid program. LDH is comprised of the Office of the Secretary (OS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

The Bureau of Health Services Financing (BHSF) administers Medicaid and consists of the following Sections: Director's Office, Healthy Louisiana, Medicaid Benefits & Services, Medicaid Quality Management Statistics and Reporting, Medicaid Management Information Systems (MMIS), Medical Vendor Administration Budget and Contracts, Medical Vendor Payments Budget and Support and Waivers, Medicaid Policy and Compliance, Eligibility Field Operations, Medicaid Member Support, Eligibility Systems Section, Eligibility Supports Section, Recovery and Premium Assistance, and Rate Setting and Audit.

Medicaid is the public health program, which provides payment for health care services provided by qualified health care providers to elderly, disabled and low-income Medicaid recipients through traditional fee-for-service (FFS) programs and through Managed Care Organizations (MCOs). Funded by both federal and state government, Medicaid provides medical benefits such as physician, hospital, laboratory, x-ray, and nursing home services.

## **1.2 Purpose of RFI**

This RFI is issued for the purpose of gathering information, including cost projections, from qualified entities who show a demonstrated capacity to provide highly specialized technical assistance and consulting services regarding the Medicaid program and related issues. The information sought includes, but is not limited to, technical assistance and consulting on Medicaid reimbursement methodologies, disproportionate share hospital (DSH) payments, provider taxes and donations, the uninsured, Medicaid waivers, Medicaid eligibility requirements, and the State Plan and the impact of various federal Medicaid rules and regulations.

## **1.3 Project Overview**

Attachment 1: Scope of Work details the overview of the project requirements inclusive of deliverables and/or desired results that LDH is considering and would like to receive more information.

## 2 ADMINISTRATIVE INFORMATION

### 2.1 RFI Coordinator

Requests for copies of the RFI must be directed to the RFI coordinator listed below:

Kimberly Sullivan  
Deputy General Counsel  
LDH/Bureau of Legal Services  
P.O. Box 3836  
Baton Rouge, LA 70821  
225-342-1128  
Fax 225-342-2232  
kimberly.sullivan@la.gov

*This RFI has been posed to LaPac, which can be found at the following link:*  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. And  
<http://ldh.la.gov/index.cfm/page/46>

### 2.2 Schedule of Events

<u>Activity/Event</u>	<u>Date</u>
Public notice of RFI	06/23/2020
Deadline for receipt of RFI	<b>07/20/2020</b>

**NOTE:** LDH reserves the right to deviate from this Schedule of Events at any time and without notice.

### 2.3 Response Content

#### 2.3.1 Executive Summary

The summary provided should introduce the scope of the response in as much detail as possible. At a minimum, it should include administrative information including the name of the responder's point of contact, his/her phone number, email address, and any other pertinent contact information. The summary should also include a brief recitation of the responder's qualifications and ability and willingness to meet, if not exceed, LDH's requirements as included herein.

#### 2.3.2 Corporate Background and Experience

Responders should give a brief description of its history, organizational structure, and number of years in business. Responders should also specifically describe their experience with projects of this type and scale and any experience gained from working with other states or corporate / governmental entities of comparable size and diversity.

### **2.3.3 Approach and Methodology**

Responders should provide the approach and methodology that it will use to provide the services and/or services as detailed in the scope of services, attached hereto. Best practices garnered from previous experience with a similar scope of services should also be included.

### **2.3.4 Cost Estimate**

Responders must provide an estimate of total cost—inclusive of any anticipated travel and all project expenses—to respond to the deliverables outlined in this RFI. For information purposes, also provide the total estimated number of hours, by classification, for project staff, the billing rate by classification.

## **2.4 Response Instructions**

### **2.4.1 Response Submittal**

Responders interested in providing information requested by this RFI must submit responses containing the information specified no later than the deadline for response to RFI as stated herein. The response package must be delivered at the responder's expense to the RFI coordinator contact and email address provided in section 2.1 of the RFI.

The responses must be received by **electronic** copy only to kimberly.sullivan@la.gov on or before the date and time specified herein. Email submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Responders should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified herein.

Responses received after the deadline, corrupted files, and incomplete submissions (*e.g.*, Part 1 and Part 2 of 3 are received, but Part 3 is not) may not be considered.

## **2.5 Additional Instructions and Notifications to Responders**

### **2.5.1 RFI Addendum(a)/Cancellation**

LDH reserves the right to revise any part of the RFI by issuing an addendum(a) to the RFI at any time. Issuance of this RFI, or subsequent addendum(a), if any, does not constitute a commitment by LDH or the State to issue an RFP or any other process resulting in award of a contract of any type or form. In addition, LDH may cancel this informal process at any time, without incurring any liability from responders or potential responders.

### **2.5.2 Ownership of Response**

Any and all materials submitted in response to this RFI shall become the property of the State.

### **2.5.3 Cost of Preparation**

LDH shall not be liable to any responders, or potential responders, for any costs incurred that are associated with developing a response, preparing for discussions, if any are held, or any other costs, that may be incurred by a responder or potential responder due to responding to this RFI.

## **ATTACHMENT I**

### **Scope of Services**

1. The Contractor shall be a law firm with individuals that have a vast knowledge of Louisiana Medicaid eligibility requirements, reimbursement methodologies, and the State Plan. They shall demonstrate working knowledge of the above in regards to other States and be tightly coordinated with Medicaid policy decisions, decision makers and processes on a federal level.
2. The Contractor will provide highly specialized technical assistance and consulting services to assist the LDH in administering the Medicaid Program and in developing various initiatives to reform the Medical Assistance Program. Services will include, but not be limited to, providing guidance and assistance in preparing applications for pilot projects which may require waiver approvals, responding to inquiries concerning the applications, researching federal laws applicable to LDH's Medicaid Program, and implementing program initiatives as approved by the federal government.
3. The Contractor will provide to LDH consultation regarding (1) identifying and analyzing federal laws affected by changes in health care delivery systems; and (2) conducting any other necessary activities to facilitate the initiation of approved health care reform and redesign initiatives via Medicaid waivers/State Plans.
4. The Contractor will provide to LDH consultation on Medicaid rules regarding provider taxes, donations, upper payment limit payments, disproportionate share hospital payments, and managed care capitation payments.
5. The Contractor will assist LDH in the development and implementation of necessary infrastructures such as financing, policy, quality assurance, monitoring, and evaluation for health care reform initiatives and for the Medicaid Program.
6. The Contractor will also provide LDH analysis and consultation on matters impacting the overall management and funding of the LDH's Medicaid Program. The Contractor will monitor federal legislation and provide periodic advisories to LDH and shall provide consultation on use of federal matching funds. The Contractor will provide assistance to the State via participation in related consortia with other states regarding Medicaid issues.
7. The Contractor will provide analysis and consultation with LDH in matters related to the Patient Protection and Affordable Care Act (PPACA) and all other federal laws impacting the Medicaid program.
8. The Contractor will provide ongoing expert guidance regarding the effects of Medicaid expansion as related to Medicaid monitoring, cost-sharing subsidies, provider reimbursement, health services and populations, provider fees and taxes, donations and in federal law governing expansion.

Implementation of Deliverables include the following:

- Discussions regarding reports/updates reflected by a Joint States Advisory Service
- Verbal and/or written specialized technical assistance on Medicaid related issues
- Negotiation regarding Redesign waivers submittal to CMS
- Specialized Technical assistance on disproportionate share funding
- Specialized Technical assistance on provider fees, taxes, and donations
- Specialized Technical assistance on Medicaid managed care rules including directed payments and pass-through payments
- Specialized Technical assistance on expanding coverage models for the low-income and uninsured
- Specialized Technical assistance on Medicaid federal laws, policies, and waivers

**PERFORMANCE INDICATORS:**

The following performance indicators will be used to monitor the completion of all tasks as outlined in the anticipated contract.

- Contractor will consult with the LDH/Contract Monitor regarding the informational reports/updates provided by a Joint States Advisory Service.
- Contractor will provide to the LDH Contract Monitor monthly invoices detailing the type and level of specialized technical assistance and consulting services provided.
- Contractor will respond on a timely basis to LDH executive staff regarding requests for specialized technical assistance and will participate in conference calls as needed for resolution to LDH programmatic issues concerning Medicaid, DSH, federal laws, waivers, etc.

**NOTE:**

The anticipated contract is not intended to obligate the Contractor to represent LDH in any judicial or administrative proceedings; however, the Contractor will be obligated to provide documentation and personnel to testify in defense of any challenges to the matters herein contracted.

LDH acknowledges that Contractor will likely represent clients in a variety of sectors, such as energy, pharmaceuticals, manufacturing, mining, and telecommunications, that could become involved in matters, including litigation, where the State of Louisiana or one or more of its agencies, including LDH, has an adverse position. The Contractor will have the ability to reserve the right to continue to represent, or to represent in the future, any client on matters where the interests of LDH are or may be adverse to those of another client but that do not have a substantial relationship to any matter on which the Contractor is representing LDH or any Department of the State. Contractor will be required to notify LDH of any potential conflict caused by Contractor's representation of other clients and consultation consistent with the obligations of confidentiality and professional responsibility.