



Bureau of Health Services Financing

REQUEST FOR PROPOSALS

For

INDEPENDENT VERIFICATION AND VALIDATION (IV&V) SERVICES

RFP # 3000011110

Proposal Due Date/Time: Thursday, May 06, 2019 at 4:00 P.M.

Release Date: March 29, 2019

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Glossary

The following terms, as used in this RFP, shall be construed and interpreted as follows unless the context clearly indicates otherwise.

Term	Definition
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
Bureau of Health Services Financing (BHSF)	The agency within the Louisiana Department of Health, Office of Management & Finance that has been designated as Louisiana’s single state Medicaid agency to administer the Medicaid program.
Business Day	Traditional workdays that are Monday, Tuesday, Wednesday, Thursday and Friday from 8 am to 5 pm Central Time. Only Louisiana State holidays are excluded.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term “days” in this RFP refers to calendar days.
Can/May/Should	Denotes a preference, but not a mandatory requirement.
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children’s Health Insurance Program under Title XXI of the Social Security Act. Formerly known as the Health Care Financing Administration (HCFA).
Contractor	Any person having a contract with a governmental body; the selected proposer.
Department or LDH	Louisiana Department of Health.
Discussions	For the purpose of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
Healthy Louisiana	Healthy Louisiana is the way most of Louisiana's Medicaid and LaCHIP recipients receive all health care services (acute, primary, and behavioral health) except dental. The overriding goal is to encourage enrollees to own their own health and the health of their families. In Healthy Louisiana, Medicaid recipients enroll in a Health Plan. These Plans differ from one another in several ways, including their provider networks, referral policies, health management programs and extra services and incentives offered. Each of these Plans is accountable to the Department of Health (LDH) and the State of Louisiana.
Key Staff	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the entity either directly or indirectly.
Liquidated Damages	Monetary penalties that may be assessed whenever the Contractor and/or its subcontractors fails to achieve certain performance standards and other requirements defined in the terms and conditions of the RFP.
Louisiana Department of Health (LDH)	The State department responsible for promoting and protecting health and ensuring access to medical, preventive and rehabilitative services for all citizens in the State of Louisiana. Also referred to as the Department.
Louisiana Medicaid State Plan	The binding written agreement between LDH and CMS which describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
Managed Care Organization (MCO)	A private entity that contracts with LDH to provide core benefits and services to Louisiana Medicaid MCO Program enrollees in exchange for a monthly prepaid capitated amount per member. The entity is regulated by the Louisiana Department of Insurance with respect to licensure and financial solvency, pursuant to La. R.S. 22:1016, but shall, solely with respect to its products and services offered pursuant to the Louisiana Medicaid Program, be regulated by the Louisiana Department of Health.

Must/Shall/Will	Denotes a mandatory requirement.
Original	Denotes must be signed in ink.
Procurement Library	A repository of manuals, statutes, rules and other reference material referred to in this RFP in electronic format and accessible at http://www.ldh.la.gov/index.cfm/newsroom/category/47 .
Proposer	Entity or company seeking a contract to provide stated deliverables and services identified within a RFP document.
Redacted Proposal	The removal of confidential and/or proprietary information from one (1) copy of the proposal for public records purposes.
Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one (1) computer to another with added encryption.
State	State of Louisiana.
Subcontractor	Any entity that contracts directly with the Contractor for the 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.
Vendor	Any entity that 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.

Acronyms

ACA	Affordable Care Act
APD	Advance Planning Document
BA	Business Architecture
BAFO	Best and Final Offer
BCM	Business Capability Matrix
BCP	Business Continuity Plan
BHSF	Bureau of Health Services Financing
BPM	Business Process Model
BRD	Business Requirements Document
CAS	Cost Allocation Services
CASE	Computer-aided Software Engineering
CCB	Change Control Board
CDR	Critical Design Review
CDM	Conceptual Data Model
CM	Configuration Management
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare and Medicaid Services
COO	Concept of Operations
DDI	Design, Development and Implementation
DOA	Division of Administration
DOR	Deliverable Observation Report
DMS	Data Management Strategy
DRP	Disaster Recovery Plan
DS	Data Standards
FFS	Fee-For-Service
FI	Fiscal Intermediary
FY	Fiscal Year
HIPAA	Health Insurance Portability and Accountability Act
IA	Information Architecture
IEEE	Institute of Electrical and Electronics Engineers
IS	Information System
IT	Information Technology
IV&V	Independent Verification & Validation
JCL	Job Control Language
JLCB	Joint Legislative Committee on the Budget
LDH	Louisiana Department of Health
LDM	Logical Data Model
MCO	Managed Care Organization
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MMM	MITA Maturity Model
MVA	Medicaid Vendor Administration
OAAS	Office of Aging and Adult Services
OBH	Office of Behavioral Health
OCDD	Office of Citizens with Developmental Disabilities
OLTP	Online Transaction Processing
OPH	Office of Public Health

OR	Observation Report
OS	Office of the Secretary
OSP	Office of State Procurement
PDR	Preliminary Design Review
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMP	Project Management Plan
PPMO	Project & Portfolio Management Office
QA	Quality Assurance
RA	Requirements Analysis
RFI	Request for Information
RFP	Request for Proposals
RRR	Release Readiness Review
SDLC	Systems Development Lifecycle
SFP	Solicitation for Proposals
SFTP	Secure File Transfer Protocol
SOA	Service-Oriented Architecture
SS-A	State Self-Assessment
TA	Technical Architecture
TCM	Technical Capability Matrix
TPL	Third Party Liability
UAT	User Acceptance Testing
WBS	Work Breakdown Structure

REQUEST FOR PROPOSALS FOR

INDEPENDENT VERIFICATION AND VALIDATION (IV&V) SERVICES

1.0 GENERAL INFORMATION

1.1 Background

- 1.1.1 The mission of the Louisiana Department of Health (LDH) is to protect and promote health, and to help 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.
- 1.1.2 LDH is comprised of the Office of the Secretary (OS), which is responsible for establishing policy and administering operations, programs and affairs; the Office of the Deputy Secretary, which is responsible for the Office of Aging and Adult Services (OAAS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), and the Office of Public Health (OPH); the Office of the Undersecretary, which is responsible for the Bureau of Health Services Financing (BHSF) and the Division of Fiscal Management; and the Deputy Undersecretary's Office which is responsible for Administrative Review, the Division of Planning and Budget and the Health Standards Section (HSS).
- 1.1.3 Within the Bureau of Health Services Financing (BHSF), the Medical Vendor Administration (MVA) administers the Medicaid Program for the State of Louisiana, in accordance with federal guidelines from the Centers for Medicare and Medicaid Services (CMS). 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 governments, Medicaid provides medical benefits such as physician, hospital, laboratory, x-ray, and nursing home services.
- 1.1.4 The Medicaid Management Information System (MMIS) Section within BHSF is responsible for the oversight, coordination, authorization, prioritization, and monitoring of the MMIS system maintained by the Fiscal Intermediary (FI). The MMIS system maintains data on approximately 35,000 Louisiana Medicaid Providers and maintains recipient eligibility, claims, and encounter data for approximately 1.59 million Medicaid enrollees, of which approximately 1.47 million are enrolled in Managed Care Organizations.
- 1.1.5 The State of Louisiana has implemented an Enterprise Architecture to support the modernization of MMIS systems. The MMIS Section currently works with a single fiscal agent and has chosen the Provider Management System module as its first MMIS modernization project. Additionally a project which rewrote the legacy Medicaid Eligibility System was moved into production in November 2018.
- 1.1.6 The Medicaid Information Technology Architecture (MITA) initiative facilitates a more modern and agile approach to traditional systems development lifecycle approaches that have had great difficulty in keeping up with the rate of change demanded by the changing business landscape of health care delivery and administration. By providing a common framework for the Medicaid Enterprise to plan, architect, engineer, and implement new and changing business requirements, the effort to modernize Medicaid Information Technology (IT) systems and processes becomes more stable, uniform, and lowers implementation risk. Over time, this effort will drive the states' systems toward a widespread network of shared,

common technology and processes that support improved state administration of the Medicaid program.

- 1.1.7 The BHSF plans to continue MMIS module implementation in an effort to enhance the eligibility and enrollment process, improve user experiences, increase administrative efficiencies, and support greater effectiveness in the ability to manage care and produce improved health outcomes for Medicaid beneficiaries.

1.2 Purpose

- 1.2.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Proposers to provide Independent Verification & Validation (IV&V) services for Medicaid Enterprise solutions.
- 1.2.2 The procurement will result in a single award to a Contractor, which shall be responsible for providing IV&V support for the BHSF.

1.3 Goals and Objectives

- 1.3.1 The issuance of this RFP and subsequent contract award is intended to meet several objectives:

- 1.3.1.1 The Contractor must provide resources to perform IV&V services for modernization across multiple Medicaid Enterprise Systems and projects and meet the timelines as required by the State. The modernized MMIS will be comprised of various functional modules that align with the CMS Seven Conditions and Standards, with each module implemented in a phased or staggered approach. This component of the Modernization Project is expected to last the entire duration of the contract. The initial phases of the MMIS portfolio include the following (in alphabetical order):

- Care management
- Claims & Encounter Processing
- Data Warehouse, Analytics & Reporting
- Eligibility & Enrollment Enhancements
- Financial Management
- Member Account Portal
- Pharmacy
- Program Integrity
- Provider Management System
- Relationship Management System
- Third Party Liability

- 1.3.1.2 New systems must conform to the Louisiana Enterprise Architecture, meet business and technical requirements of the Department and its key stakeholders, and be compliant with the CMS Seven Conditions and Standards, MITA, the Affordable Care Act (ACA) and the Health Insurance Portability and Accountability Act (HIPAA). The IV&V Contractor will verify that LDH chosen solutions meet these requirements and are capable of being approved and certified by CMS where applicable.

- 1.3.1.3 The Contractor shall provide IV&V services which include, but are not limited to:

- a. Develop a project work plan.
- b. Review and make recommendations on both State and contractor management of the Modernization Project, and the technical aspects of the Modernization Project.
- c. Monitor performance of the Modernization components' contractors throughout the Design, Development, and Implementation (DDI) System Development Life Cycle (SDLC) in preparation for CMS certification/approval.
- d. Consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the systems' ability to meet program needs.
- e. Provide risk management assessment and capacity planning services.
- f. Develop performance metrics which allow tracking of Modernization Project completion against milestones set by the State.
- g. Develop an IV&V project management plan, including recommendations for: adequate staff; staff skills, positions and abilities; methodology for conducting IV&V reviews; equipment; resources; training and facilities; and functional responsibility and authority within a structured project organization.
- h. Analyze project management activities and evaluate project progress, resources, budget, schedules, workflows and reporting.
- i. Review and analyze project management planning documents.
- j. Review and analyze project software development lifecycle documents.
- k. Review and monitor development processes to ensure they are being documented, carried out, and analyzed for improvement.
- l. Assess the projects' Configuration Management (CM) function/organization by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage system changes.
- m. Perform a detailed review of project deliverables for accuracy, completeness, and adherence to contractual and functional requirements.
- n. Perform a detailed review of the system documentation (Requirements, Design, Training, Test, Management Plans, etc.) for accuracy and completeness.
- o. Perform a detailed review of the software architecture for feasibility, consistency, and adherence to industry standards.
- p. Inventory and review the application software for completeness and adherence to programming standards for the Modernization Project.
- q. Analyze application, network, hardware and software operating platform performance characteristics relative to expected/anticipated/contractually guaranteed results and industry standards/expectations.
- r. Review and analyze the process for tracking of business and technical requirements to their source and review the process established during the planning phase for requirements traceability throughout the subsequent development/implementation phases. Review the traceability of system requirements to design, code, test, and training.
- s. Assess and recommend improvements, as needed, to assure Office of Technology Services input to the Modernization Project regarding operational and maintenance performance of the application.
- t. Assess and recommend actionable improvements, as needed, to assure software testing is performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.

- u. Assess and recommend improvements, as needed, to assure appropriate training is planned and carried out.
- v. Review system hardware and software configuration and report on any compatibility and obsolescence issues.
- w. Review and analyze system capacity studies.
- x. Assure current and future business and technological needs of LDH's Modernization Components comply with CMS MITA standards, ACA, and the CMS Seven Conditions and Standards.
- y. Analyze and present recommendations for the best solution(s) to achieve a cost effective and administratively efficient Enterprise Governance model.
- z. Participate in the procurement process by reviewing and commenting on RFIs, RFPs, or SFPs, ensuring that the State has clearly documented the business requirements.
- aa. Participate in proposal review preparations by assisting in the creation of the evaluation criteria materials and making recommendations where appropriate.
- bb. Create, maintain, and report on a Requirements Traceability Matrix, the DDI Contractor(s) responses to those requirements, and whether the DDI Contractor(s) meets, exceeds or fails to meet the requirements outlined in the RFP.
- cc. Review and recommend changes to Advanced Planning Documents (APDs) as assigned by the State.
- dd. Report all analyses and findings of verification and validation activities in a State-approved format.

1.4 Invitation to Propose

- 1.4.1 The BHSF invites qualified Proposers to submit proposals to provide the IV&V services for its Enterprise Medicaid Modernization solutions in accordance with the specifications and conditions set forth herein.

1.5 RFP Addenda

- 1.5.1 In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, including supplements and/or amendments, for access by all potential Proposers at the following web address:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

The addenda may also be posted at:

<http://www.ldh.la.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.

2.0 ADMINISTRATIVE INFORMATION

2.1 RFP Coordinator

- 2.1.1 Requests for copies of the RFP and written questions or inquiries must be directed to the RFP Coordinator listed below:

Tamara Manuel
Louisiana Department of Health
Bureau of Health Services Financing
628 N. 4th Street, 6th Floor
Baton Rouge, LA 70802
Email: tamara.manuel@la.gov

- 2.1.2 All communications relating to this RFP must be directed to the RFP Coordinator named above. All communications between Proposers and other State of Louisiana staff concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

2.2 Schedule of Events

The State reserves the right to deviate from this Schedule of Events. Schedule revisions, if any, prior to the Deadline for Receipt of Proposals will be formalized by the issuance of an addendum to the RFP.

Schedule of Events	
Public Notice of RFP	Friday, March 29, 2019
Pre-Proposal Conference	Friday, April 05, 2019 2:00 PM Louisiana Department of Health Bienville Building, Room 118 628 N. 4 th St. Baton Rouge, LA 70802
Deadline for Receipt of Written Questions	Wednesday, April 10, 2019
Response to Written Questions	Monday, April 29, 2019
Deadline for Receipt of Proposals	Monday, May 6, 2019 4:00 PM
Onsite Presentations	To be scheduled
Notice of Intent to Award, and 14-day protest period begins , on or about	To be scheduled
Contract Execution, on or about	To be scheduled

2.3 Blackout Period

- 2.3.1 The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, bidders, vendors and/or their representatives

during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person, as per the RFP Coordinator section of this RFP. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

- 2.3.2 In those instances in which a Proposer or prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.
- 2.3.3 Any bidder, Proposer, or state Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.
- 2.3.4 Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.
- 2.3.5 Notwithstanding the foregoing, the Blackout Period shall not apply to:
 - 2.3.5.1 A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.2545;
 - 2.3.5.2 Duly noticed site visits and/or conferences for bidders or Proposers;
 - 2.3.5.3 Oral presentations during the evaluation process; or
 - 2.3.5.4 Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.
- 2.3.6 This RFP is available in PDF at the following web links:
 - <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
 - <http://www.ldh.la.gov/index.cfm/newsroom/category/47>

2.4 Proposer Inquiries

- 2.4.1 Written inquiries regarding the requirements of the RFP or Scope of Services must be submitted to the RFP Coordinator as listed in Section 2.1. The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. To be considered, written inquiries must be received via mail or email by the date and time specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.
- 2.4.2 Official responses to all written questions submitted by potential proposers will be posted by the date listed in the Schedule of Events section at:
 - <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
 - Responses may also be posted at:
 - <http://www.ldh.la.gov/index.cfm/newsroom/category/47>
- 2.4.3 The Proposer should provide an electronic copy of the inquiries in a Microsoft Excel table in the format specified below:

Submitter Name	Document Reference	Section Number	Section Heading	Page Number in Referenced Document	Question
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- 2.4.4 Any and all timely, written 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 as an addendum.
- 2.4.5 Action taken as a result of verbal discussion shall not be binding on the State. Only written communication and clarification from the RFP Coordinator shall be considered binding.

2.5 Pre-Proposal Conference

- 2.5.1 A non-mandatory pre-proposal conference will be held at 628 N. 4th St., Baton Rouge, LA on April 05, 2019 in conference room 118, as listed in the Schedule of Events. The purpose of the conference shall be for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Prospective proposers are encouraged to participate and should have at least one (1) duly authorized representative attend the pre-proposal conference.
- 2.5.2 Although questions will be permitted and answers may be provided during the conference, the only official answer or position of LDH will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be posted at the following links: <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <http://www.ldh.la.gov/index.cfm/newsroom/category/47> .

2.6 Rejection and Cancellation

- 2.6.1 Issuance of this solicitation does not constitute a commitment by LDH 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:
 - 2.6.1.1 Reject all proposals received in response to this solicitation;
 - 2.6.1.2 Cancel this RFP; or
 - 2.6.1.3 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 State Procurement.
- 2.6.2 In accordance with the provisions of La. 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 (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

below. The State reserves the right to extend the due date if appropriate, due to document size, schedule or changes in scope. The IV&V Contractor must notify the State of an anticipated delay of a deliverable, as far in advance of the due date as possible.

- 3.2.4 All activities in Sections 3.3 through 3.15 are mandatory IV&V activities and are requirements of this RFP.
- 3.2.5 All deliverables shall be approved by the State to be considered complete. In all cases, payments to the IV&V Contractor shall be contingent upon written State approval of deliverables. The Contractor shall not rely on any verbal commitment from the State regarding report approval. No review will be considered complete until the approved documentation is delivered to and reviewed by the appropriate Federal agencies and the State.
- 3.2.6 Whether solicited by the State or initiated by the IV&V Contractor, identified risks, issues, concerns, or findings must also include recommendations to address the identified finding. The State must approve, in writing, changes to milestones, deliverables or other material changes to the contract prior to implementation of changes. The State may require concurrence of the appropriate Federal agencies in any changes prior to their implementation.

3.3 IV&V Project Management

DELIVERABLE	DELIVERABLE #	DESCRIPTION
IV&V Management Plan	IM-1	<p>Develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews.</p> <p>An ongoing assessment of the work plan and its milestones shall be presented at weekly meetings of the joint PMO.</p> <p>Initially delivered within the first thirty (30) days from the date of contract award, and updated and delivered one-week prior to the commencement of each Initial and Periodic IV&V Review. The IV&V Management Plan shall contain the following:</p> <ul style="list-style-type: none"> a. A schedule describing the next two (2) IV&V Review periods, including tasks, activities, deliverables, and milestones, and will show the schedule’s critical path reflecting both IV&V Contractor’s and State’s delivery and response milestones; b. An organization chart reflecting the IV&V Contractor’s team, including the team’s place within the IV&V Contractor’s corporate structure, and providing the key names, addresses and other contact information to be used for dispute resolution and customer feedback; c. A narrative description of all deliverables, including expected format, content, and organization, to be developed and delivered during the next two (2) IV&V Reviews (twelve (12) months); and d. As Appendices, all applicable project lifecycle-appropriate IV&V Checklists to be utilized during the next two (2) IV&V Reviews.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Develop IV&V Review Checklists	IM-2	<p>These are IV&V Checklists, presented in question and answer format, which include elements to be reviewed, observed, monitored, and commented on, with regard to all aspects of industry standards for Project Management, Software and Systems Development, and Engineering disciplines as found in CMMI, PMBOK, and IEEE industry standards, or approved equivalent, at a minimum.</p> <p>The IV&V Checklists are to be compiled and delivered on an ongoing basis, with the first checklists being delivered applicable to the project lifecycle phase to be monitored and reviewed within the initial IV&V Review period. As IV&V work progresses and project lifecycle phases change, updated IV&V Checklists will be delivered, as needed, prior to commencement of the respective, periodic IV&V Review.</p>
Conduct Initial Review	IM-3	<p>Prepare and deliver an initial IV&V report on the required activities. Report on the status of each activity.</p> <p>The initial IV&V Review will commence within thirty (30) days from the date of contract award and will include the following activities:</p> <ol style="list-style-type: none"> a. Submit to LDH IV&V Contract Manager a schedule of review activities to be performed with the State; b. Submit to LDH IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed; c. Submit to LDH IV&V Contract Manager a list of project documentation to be provided for IV&V Contractor review; and d. Submit to LDH IV&V Contract Manager a list of project meetings, etc., to be attended and observed by the IV&V Contractor. <p>Upon completion of the above, the IV&V Contractor will review and analyze collected project artifacts and draft the initial IV&V Review Report.</p>
Conduct Periodic Review(s)	IM-4	<p>Prepare and deliver a follow-up IV&V report on the required activities. Report on the status of each activity and progress since the previous report.</p> <p>Periodic IV&V Reviews will commence six (6) months following the start of the previous IV&V review. The initial IV&V Review will include the following activities:</p> <ol style="list-style-type: none"> a. Submit to LDH IV&V Contract Manager a schedule of review activities to be performed with the State; b. Submit to LDH IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed; c. Submit to LDH IV&V Contract Manager a list of project documentation to be provided for IV&V Contractor review; and d. Submit to LDH IV&V Contract Manager a list of project meetings, etc., to be attended and observed by the IV&V Contractor. <p>Upon completion of the above, the IV&V Contractor will review and analyze collected project artifacts and draft the respective Periodic IV&V Review Report.</p>

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Management Briefing	IM-5	<p>Prepare and deliver a formal presentation(s) on the status of the IV&V project. Present as required by the State.</p> <p>If desired by and requested by the State, the IV&V Contractor will prepare and deliver a debriefing related to the latest, respective (initial or periodic) IV&V Review Report's results to the State and CMS. Any such debriefing will be performed upon request by the State. Debriefings conducted without the State's request are prohibited.</p>
Initial IV&V Review Report	IM-6	<ol style="list-style-type: none"> a. An Initial IV&V Review Report (Draft Version) will be delivered to appropriate Federal agencies and the IV&V Contract Manager (at the same time) sixty (60) calendar days after the start of the Initial IV&V Review. b. The appropriate Federal agencies will review this Draft Version and provide comments that will be incorporated in the Draft Version of the Initial IV&V Review Report and a revised report will be released to the State five (5) calendar days after receipt of Federal comments to the Draft Version of the Initial IV&V Review Report. c. State comments to the Draft Version of the Initial IV&V Review Report will be returned to the IV&V Contractor within twenty (20) calendar days of receipt of the Draft Version of the Initial IV&V Review Report. <p>The IV&V Contractor will correct mistakes of fact in the Draft Version of the Initial IV&V Review Report, append to the Draft Version all other State comments, and redeliver the Initial IV&V Review Report, marked as Final, to appropriate Federal agencies and the State. This Final Version of the Initial IV&V Review Report deliverable concludes the Initial IV&V Review.</p>
Periodic IV&V Review Report	IM-7	<ol style="list-style-type: none"> a. A Periodic IV&V Review Report (Draft Version) will be delivered to appropriate Federal agencies and the IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the respective Periodic IV&V Review. b. Appropriate Federal agencies will review this Draft Version and provide comments that will be incorporated in the Draft Version of the Periodic IV&V Review Report and a revised report will be released to the State five (5) calendar days after receipt of comments to the Draft Version of the respective Periodic IV&V Review Report. c. State comments to the Draft Version of the Periodic IV&V Review Report will be returned to the IV&V Contractor within twenty (20) calendar days of receipt of the Draft Version of the respective Periodic IV&V Review Report. <p>The IV&V Contractor will correct mistakes of fact in the Draft Version of the respective Periodic IV&V Review Report, append to the Draft Version all other State comments, and redeliver the Periodic IV&V Review Report, marked as Final, to appropriate Federal agencies and the State. This Final Version of the respective Periodic IV&V Review Report deliverable concludes the respective Periodic IV&V Review.</p>

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Observation Report	IM-8	If desired and requested by the State, the IV&V Contractor will prepare and deliver a one-time, focused, specific Observation Report to the IV&V Contract Manager (for delivery to the State) and CMS, at the same time, presenting an analysis of a prescribed deliverable or other task not specifically referenced by this scope of work. Examples of such focused Observation Reports (OR) include: a network capacity, bandwidth, and throughput analysis; independent analysis of compliance of a project deliverable with contract specifications, etc. The State may receive a debriefing on the results of such an OR from the IV&V Contractor only with the concurrence and attendance of CMS.
Weekly Report	IM-9	Provide weekly reports, on the first business day of the following week, or as determined by the State, and in accordance with the template as approved by the State. Reports shall include the results and findings of all IV&V services provided during the week, unless otherwise instructed by the State.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Monthly Report	IM-10	<p>Provide monthly reports by the tenth (10th) calendar day of every month or as determined by the State. Monthly reports are to be summarized.</p> <p>These reports are to include, but not be limited to:</p> <ul style="list-style-type: none"> a. Any and all significant or serious deficiencies, risks, or concerns with the Modernization Project or its quality, design, development, or implementation; b. Any other circumstances which, if not remedied, will have a negative impact on the Modernization Project and its governance, design, development, testing, implementation, efficiency, cost and/or time for completion; c. IV&V staffing levels to ensure execution of contractual duties and maintenance of service levels defined throughout the contract; d. Project schedule – Provide an executive written assessment of the progress of the Modernization project against planned tasks, duration, resources, completion dates, milestones, and issues impacting the schedule. Include recommendations specifying what can be done immediately and in the long term to remediate variations and deviations from the schedule; e. Risk assessment – Report on the identified risks to the successful implementation of the Modernization Project and the potential level of severity of said risks. Recommend mitigation and/or resolution strategies to manage and/or eliminate the identified risks; f. Project phase assessments – Provide an assessment of DDI deliverables, activities, and progress of unit, system, parallel, conversion, integration, user acceptance, operational readiness testing, and implementation phases of the Modernization project; g. Staffing assessment – Perform ongoing assessment of staffing for DDI Contractors, including key and non-key personnel, to assure adequate staffing for contract compliance; h. Provide recommendations, as necessary, for addressing any issues relative to the successful completion of the project phases, including detailed recommendations in each area of the project phases specifying what can be done immediately and in the long term to improve in said area; i. Report on any updates to MITA and CMS Seven Conditions and Standards business processes; j. Trends and patterns; k. IV&V invoices; l. Statistical reports; m. Critical operations; n. Processes and procedures for timeliness and accuracy of policy compliance; o. Discrepancies or problems in critical incident reports that may affect current operations; and p. IV&V's assessment of DDI Contractor(s) timeliness.
Requirements Tracking Report	IM-11	Identify and track the completion of all requirements necessary for CMS certification and/or approval review and provide a weekly report to the State.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Approval Progress Reports	IM-12	Provide the State and CMS regular Certification Progress Reports and gate review crosswalks to include progress against system and programmatic critical success factors, risks, recommendations, MITA updates, and all other elements as required by CMS.
Monthly Operations Report	IM-13	Prepare monthly operations status report containing, at a minimum, any discrepancies found on reports submitted by the DDI Contractor(s), including but not limited to: <ul style="list-style-type: none"> i. Monthly status reports; ii. Staffing; iii. Performance metrics; iv. Monthly invoices; and v. Statistical reports.
Record Keeping Requirements	IM-15	Use State owned resources to store working drafts, final deliverables, and all supporting documentation.
Record Keeping Requirements	IM-16	Utilize document tracking tools approved or specified by LDH and develop document control procedures to be used for all project reviews and reports. These procedures are to ensure that all project tasks and deliverables are documented, tracked, and delivered timely.
Archive Documents	IM-17	A complete flash drive archive of all IV&V Documents including draft and final reports, status briefings, exception reports, all versions of the Project Management Work Plan, Deliverable Observation Review (DOR) Reports, Monthly (Financial) Invoicing, Project Status Reports, and all project materials, documentation, artifacts, data, reports, forms, etc., collected by the IV&V Contractor during the course of their latest IV&V Review. This complete archive is to be submitted with the respective final invoice for the IV&V Review period in question.
MITA and Seven Conditions & Standards Requirements	IM-18	Maintain and update all MITA and CMS Seven Conditions and Standards business processes, changes, and updates resulting from DDI or as a result of CMS regulations and state requirements, including tracking and documentation for submittal to CMS.
Certification Readiness Reviews	IM-19	Assess readiness for CMS certification milestone reviews.
Compliance Reviews	IM-20	Monitor Federal and State regulations adherence and implementation of new initiatives.
Stakeholder Feedback	IM-21	Propose and present an ongoing method of soliciting and documenting concerns and reactions of stakeholders, as well as a means of analyzing and responding to those concerns up to and after implementation.
Ongoing Monitoring	IM-22	Continuously monitor all facets of the project including, but not limited to, work plans, implementation plans, general system design, detailed system design, system testing, system interfaces, conversion, acceptance testing phase, pilot operations, and a statewide implementation plan.
Validation	IM-23	Participate with the joint PMO to perform validation of system integration testing, interface testing, pilot operations, operational readiness assessment, and user acceptance test plans, including test criteria and procedures for DDI.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
General Requirements	IM-24	Provide all hardware and software needed to create all deliverables in this RFP. This includes all necessary supplies, equipment, and staff support required to generate these deliverables. Perform contracted services/tasks and produce the required IV&V deliverables and reports in a format approved by the State and by the due dates presented in the IV&V work plan and schedule for the management of the Modernization Project.
General Requirements	IM-25	Monitor the performance of the selected DDI Contractors and review all products and deliverables as defined in the contract, including the RFP, the proposal from the selected DDI contractor, and the specific deliverables and estimated submission dates confirmed during the DDI project initiation phase.
General Requirements	IM-26	Make recommendations on changes and/or improvements and corrective action when activities or deliverables fail to achieve the standards or timelines established in the RFP, the DDI Contractor's proposal, and the contract.
General Requirements	IM-27	Monitor and evaluate the project progress, identify, and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of weekly project status reporting.

3.4 Contractor Staffing Requirements/Qualifications

- 3.4.1 The State understands that Contractor resources may fill multiple roles while providing IV&V services and staffing levels will fluctuate. The IV&V Contractor shall take this into consideration while planning resource needs for the contract.
- 3.4.2 The State will provide workspace for the IV&V Contractor during the contract term. IV&V services shall be conducted on-site except when granted prior approval by the State. For example, the IV&V Contractor may request that some work, such as the review, analysis, and reporting of collected project artifacts, be performed at their own place of business.
- 3.4.3 Key personnel must be committed full-time for the duration of the contract term or as otherwise stated in the requirements below. The State reserves the right to approve all individuals assigned to this project and no substitution of personnel shall be made without the prior written approval of the State. The State agrees to reasonably review substitution requests. Substitutions should possess equivalent or superior qualifications and experience to the original candidate as defined in the proposed resumes. The State reserves the right to approve or disapprove any of the IV&V Contractor's proposed changes in staff or to require the removal or reassignment of any Contractor employee found unacceptable by the State. Removal of a Contractor employee shall mean that the individual may no longer work on any Modernization project. The State's request is non-negotiable and does not require any reason as to the request. Reassignment request(s) from the Contractor shall include a justification of why the reassignment is beneficial to the State. This substitution and/or replacement must occur within thirty (30) calendar days once notice in writing is provided by the State
- 3.4.4 Contractor shall have sufficient resources and staff to start its IV&V operations within fifteen (15) calendar days of contract award and be operational within forty-five (45) calendar days.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Staffing Requirements	SR-1	Provide staff that possess the skill sets and experience to address the requirements in the SOW.
Staffing Requirements	SR-2	Provide staff that are proficient in spelling, sentence structure, and grammar of the English language and are proficient in spoken English.
Staffing Requirements	SR-3	Disclose other projects, in addition to this project, to which personnel are assigned and indicate the time allocated for each project. It is the State's expectation that the same individuals be available for the duration of this project.
Staffing Requirements	SR-4	Staff shall be available during standard business days, which are Monday through Friday, 8:00 a.m. – 5:00 p.m. Central Time, and be available outside of standard business days on an as-needed basis. The Contractor shall follow the State's Holiday schedule per La. R.S. 1:55. Any deviations from this requirement must be approved by the State Contract Monitor or designee in writing.
Key Personnel	SR-5	Provide one (1) Project Director who can commit full-time for the entirety of the contract term. The Project Director or designee will be responsible for oversight of the Medicaid Enterprise Governance.
Key Personnel	SR-6	Provide one (1) Project Manager for each MMIS module who can commit full-time once the component is initiated and through implementation.
Key Personnel	SR-7	Provide one (1) Testing Manager who can commit full-time for the entirety of the contract term.
Staffing Qualifications	SR-8	<p>The Project Director must possess a Project Management Professional (PMP) or Master Project Management (MPM) certification, or have an industry equivalent certification, and a minimum of five (5) years of large scale (multi-million dollar) project management experience with at least two (2) of those five (5) years in project management of an MMIS system or other health care claims processing or eligibility system project.</p> <p>The Project Director shall:</p> <ol style="list-style-type: none"> a. Have extensive experience in the implementation, operations, and maintenance of an MMIS system or other health care claims processing or eligibility system project; b. Have the ability to adapt to ambiguous situations on a consistent basis; c. Have the ability to synthesize large quantities of information across multiple projects, for communication to LDH leadership; d. Have extensive knowledge in system requirements definition and analysis, test plan definition and execution, and performance measurement; e. Be knowledgeable in Enterprise Architecture, network communications, and infrastructure development and interoperability; f. Be able to work independently and lead specific tasks; g. Have a minimum of two (2) years of Enterprise Governance oversight experience; and h. Have a minimum of three (3) years of experience in Enterprise Architecture where some of the experience includes Enterprise Service Bus models.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Staffing Qualifications	SR-9	The Project Manager must possess a Project Management Professional (PMP) certification, or have an industry equivalent certification, and a minimum of three (3) years of large scale (multi-million dollar) project management experience with at least one (1) of those three (3) years in project management of an MMIS system or other health care claims processing or eligibility system project.
Staffing Qualifications	SR-10	<p>The Testing Manager must have minimum of five (5) years of large scale (multi-million dollar) test script and test plan experience with at least two (2) of those five (5) years work experience specific to MMIS systems or other health care claims processing or eligibility system project.</p> <p>The Testing Manager shall:</p> <ol style="list-style-type: none"> a. Have experience in: <ol style="list-style-type: none"> a. Managing and providing guidance on all aspects of user acceptance testing (UAT); b. Providing overall management of the UAT effort; c. Coordination of staff and testing activities; d. Coordination with the Developer System Testing group; and e. Managing efforts of the designated test staff; b. Ensure appropriate communication is maintained between the State and testing support team; c. Ensure that testing approaches and processes address all established requirements and demonstrate the ability of the system to meet the requirements; d. Ensure all requirements are accurately reflected in test planning and execution, and that traceability to requirements is maintained; e. Coordinate the on-going maintenance of the Requirements Traceability Matrix with test related data; f. Lead development of the UAT Plan; g. Lead development of a comprehensive set of UAT conditions and scripts/scenarios; h. Lead development and delivery of UAT training for the UAT Team; i. Review, track, and assist in the preparation and prioritization of defects, including documentation of errors and unexpected results; j. Monitor UAT progress including detailed analysis, tracking, and documentation of UAT metrics (e.g., number of tests successfully completed, the number of retests, and the total remaining test effort); k. Identify, document, and assess test-related issues as well as support risk identification and mitigation in the UAT area; and l. Review, assess, and make recommendations regarding UAT readiness and completion for implementation.

3.5 Planning Oversight

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Procurement	PO-1	Verify the procurement strategy supports State and Federal project objectives.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Procurement	PO-2	Review and make recommendations on the solicitation documents relative to their ability to adequately inform potential vendors about project objectives, requirements, risks, etc.
Procurement	PO-3	Verify the evaluation criteria are consistent with project objectives and evaluation processes are consistently applied; verify all evaluation criteria are metrics based and clearly articulated within the solicitation documents.
Procurement	PO-4	Verify that the obligations of the vendor, subcontractors and external staff (terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. This includes verifying that performance metrics have been included that will allow tracking of project performance and progress against criteria set by the State.
Procurement	PO-5	Verify the final contract for the vendor team states that the vendor will participate in the IV&V process, being cooperative for coordination and communication of information.
Procurement	PO-6	Advise the State on make vs. buy decisions.
Feasibility Study	PO-7	Perform ongoing assessment and review of State methodologies used for the feasibility study, verifying it was objective, reasonable, measurable, repeatable, consistent, accurate and verifiable.
Planning Documents	PO-8	Review and evaluate the APD documents.
Cost Benefit Analysis	PO-9	Review and evaluate the Cost Benefit Analysis to assess its reasonableness.
Meetings	PO-10	Attend and participate in all meetings and walk-throughs. For IV&V facilitated meetings, provide meeting minutes to the Department for review within one (1) business day. Review meeting minutes submitted by other contractors and provide comments to the Modernization Project Director or designee within one (1) business day.
Cost Allocation	PO-11	Recommend cost allocation methodologies for shared modernization components that comply with the Office of Management and Budget Circular A-87 and are approvable by Cost Allocation Services (CAS). https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A87/a87_2004.pdf
MITA	PO-12	Participate with LDH in completing MITA activities, including the state self-assessment, “As-Is” and “To-Be” architecture, MITA transition planning, and iterative updates.

3.6 Project Management

- 3.6.1 The ongoing development and progress of this project will be overseen by LDH, the State Medicaid Director, and their designees. The State anticipates that a wide variety of Subject Matter Expert (SMEs) will serve as stakeholders and information providers on this project. A joint Project Management Office (PMO) will be established for this project and comprised of, but not limited to, representatives from the State, the IV&V Contractor’s executive staff, and where available, DDI Contractor support personnel for the Modernization components procured through separate RFPs from this one. The State staff will provide guidance and oversight regarding high level deliverables and applicable deadlines as enforced by CMS.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Project Sponsorship	PM-1	Assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.
Project Sponsorship	PM-2	Verify that executive sponsorship has bought-in to all changes which impact project objectives, cost, or schedule.
Management Assessment	PM-3	Verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Management Assessment	PM-4	Evaluate project progress, resources, budget, schedules, work flow, and reporting.
Management Assessment	PM-5	Assess coordination, communication and management to verify DDI Contractors, agencies, and departments are not working independently of one another and are following the communication plan.
Project Management	PM-6	Ensure that project management of the Systems Development Life Cycle (SDLC) for the projects is conducted with industry best practices.
Project Management	PM-7	Verify that a Project Management Plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
Project Management	PM-8	Assist the State in review of and evaluate the DDI Contractor's Project Work Plan to verify that all key functions have been addressed to increase the likelihood for a successfully completed project within the time frames identified by the State.
Project Management	PM-9	Evaluate the project reporting plan and actual project reports to verify project status is accurately tracked using project metrics.
Project Management	PM-10	Assist the State in defining high level system needs and the design milestones to be met.
Project Management	PM-11	Verify milestones and completion dates are planned, monitored, and met.
Project Management	PM-12	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.
Project Management	PM-13	Evaluate the system's planned life-cycle development methodology or methodologies (agile, waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
Business Process Reengineering	PM-14	Evaluate the project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
Business Process Reengineering	PM-15	Verify that the reengineering plan has the strategy, management backing, resources, skills, and incentives necessary for effective change.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Business Process Reengineering	PM-16	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, and incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
Risk Management	PM-17	Verify that a Project Risk Management Plan is created and being followed. Evaluate the project's risk management plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.
Issue Management	PM-18	Perform issue management as it relates to unexpected gaps in the development of these projects. The State will make available Subject Matter Experts (SMEs) as necessary for the Contractor to address and mitigate project issues.
Change Management	PM-19	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete, and that resistance to change is anticipated and prepared for.
Change Management	PM-20	Provide guidance and industry standards for the process and/or plan for the organization and completion of outstanding system changes which will include an assessment of the programmer's work/progress on the outstanding changes.
Change Management	PM-21	Provide guidance and industry standards for the process and/or plan for new system change requests including prioritization and preliminary review before submission to the current contractor.
Change Management	PM-22	Prepare an analysis for the Control Change Board (CCB) process and make recommendations for improvement.
Change Management	PM-23	Review the DDI Contractor(s) contract and provide a performance standard planning document for monitoring of identified contracted services/deliverables, and quality assurance of DDI Contractor(s) contract compliance in areas including, but not limited to, staffing, reporting, processes/procedures, adherence to timelines, and risk analysis. Utilize a State approved, electronic monitoring/tracking tool(s) for contract management.
Change Management	PM-24	Prepare and obtain LDH approval of the procedures to be used in the IV&V review of project plans, schedules, activities, project quality assurance plans, and deliverables of the selected DDI Contractor(s) prior to implementation.
Change Management	PM-25	Utilize the State specified tool to review the progress of the project and identify any risks, issues, or deficiencies that might affect a successful, efficiently completed project.
Change Management	PM-26	The objective of the change request process is to ensure that: <ul style="list-style-type: none"> a. Requests for changes to the scope, schedule, or budget of the project are documented and receive written approval by the State; b. Requests for change are effectively tracked and managed from initiation through resolution; c. The impact of a proposed change is thoroughly analyzed and documented before the decision to approve or deny is made; and d. The project adheres to the State's rules governing changes to approved information technology projects.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Change Management	PM-27	Change requests shall be required whenever there is a request for a significant change to the project scope, schedule, budget, or requirements as listed in the contract, and/or baseline versions of the project schedule. Using this procedure as a guideline, the Modernization Project Director shall be responsible for determining which requested changes require a formal change request.
Change Management	PM-28	Incorporate scope changes approved by the State into the project plan and assess the likely impact on project timelines and deliverables.
Communication Management	PM-29	Verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders, and assess if communication plans and strategies are effective, implemented, monitored and complete.
Communication Management	PM-30	Consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the systems' ability to support program business needs.
Communication Management	PM-31	Assist the LDH PPMO in managing the identification, resolution and tracking of stakeholder concerns.
Configuration Management	PM-32	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.
Configuration Management	PM-33	Verify that all critical development documents including, but not limited to, requirements, design, code and job control language (JCL) are maintained under an appropriate level of control.
Configuration Management	PM-34	Verify that processes and tools are in place to identify code versions and to rebuild system configurations from source code.
Configuration Management	PM-35	Verify that appropriate source and object libraries are maintained for training, test, and production, and that formal sign-off procedures are in place for approving deliverables.
Configuration Management	PM-36	Verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization, and timely scheduling of maintenance actions.
Configuration Management	PM-37	Verify that mechanisms are in place to prevent unauthorized changes from being made to the system and to prevent authorized changes from being made to the wrong version.
Configuration Management	PM-38	Review the use of CM information (such as the number and type of corrective maintenance actions over time) in project management.
Project Estimating and Scheduling	PM-39	Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
Project Estimating and Scheduling	PM-40	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
Project Estimating and Scheduling	PM-41	Examine historical data to determine if the State has been able to accurately estimate the time, labor and cost of software development efforts.
Project Personnel	PM-42	Examine the job assignments, skills, training and experience of the personnel involved in project development to verify that they are adequate for the development task.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Project Personnel	PM-43	Evaluate the contractor's hiring plan for the project to verify that adequate human resources will be available for development and maintenance.
Project Personnel	PM-44	Evaluate the contractor's personnel policies to verify that staff turnover will be minimized.
Project Organization	PM-45	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Project Organization	PM-46	Verify that the project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success.
Subcontractors and External Staff	PM-47	Evaluate the use of subcontractors or other external sources of project staff (such as information system (IS) staff from another State organization) in project development.
Subcontractors and External Staff	PM-48	Verify that the obligations of subcontractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.
Subcontractors and External Staff	PM-49	Verify that the subcontractors' software development methodology and product standards are compatible with the system's standards and environment.
Subcontractors and External Staff	PM-50	Verify that the subcontractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project
Subcontractors and External Staff	PM-51	Verify that any proprietary tools used by subcontractors do not restrict the future maintainability, portability, and reusability of the system.
State Oversight	PM-52	Verify that State oversight is provided in the form of periodic status reviews and technical interchanges.
State Oversight	PM-53	Verify that the State has defined the technical and managerial inputs the subcontractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
State Oversight	PM-54	Verify that the State has the ultimate responsibility for monitoring project cost and schedule.

3.7 Quality Management

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Quality Assurance	QA-1	Provide quality assurance and support services for the duration of the contract.
Quality Assurance	QA-2	Evaluate and make recommendations on the project's Quality Assurance (QA) plans, procedures, and organization.
Quality Assurance	QA-3	Verify that QA has an appropriate level of independence from project management.
Quality Assurance	QA-4	Verify that the QA function monitors the fidelity of all defined processes in all phases of the project.
Quality Assurance	QA-5	Verify that the quality of all products produced by the project is monitored by formal reviews and sign-offs.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Quality Assurance	QA-6	Verify that project self-evaluations are performed and that measures are continually taken to improve the process.
Quality Assurance	QA-7	Monitor the performance of the QA team by reviewing its processes and reports and performing checks of system documentation; assess findings and performance of the processes and reports.
Quality Assurance	QA-8	Ensure that the design is realizable and able to integrate.
Quality Assurance	QA-9	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's Quality Assurance plans, procedures, and organization.
Quality Assurance	QA-10	Verify that the QA vendor provides periodic assessment of the (CMMI) activities of the project and that the project takes action to reach and maintain the CMMI level as defined by the State.
Quality Assurance	QA-11	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement.
Quality Assurance	QA-12	Present a review of Quality Assurance activities weekly.
Process Definition and Product Standards	QA-13	Review and make recommendations on all defined processes and product standards associated with system development.
Process Definition and Product Standards	QA-14	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
Process Definition and Product Standards	QA-15	Verify that the processes and standards are compatible with each other and with the system development methodology.
Process Definition and Product Standards	QA-16	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel.

3.8 Training

DELIVERABLE	DELIVERABLE #	DESCRIPTION
User Training and Documentation	TR-1	Review and make recommendations on the training provided to system users. Verify plan for sufficient knowledge transfer to support maintenance and operation of the new system.
User Training and Documentation	TR-2	Verify that training for users is instructor-led and hands-on and is directly related to the business process and required job skills.
User Training and Documentation	TR-3	Verify that user-friendly training materials and help desk services are easily available to all users.
User Training and Documentation	TR-4	Verify that all necessary policy, process, and standards documentation are easily available to users.
User Training and Documentation	TR-5	Verify that all training is given on-time and is evaluated and monitored for effectiveness with additional training provided as needed.
Developer Training and Documentation	TR-6	Review and make recommendations on the training provided to system developers.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Developer Training and Documentation	TR-7	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times.
Developer Training and Documentation	TR-8	Verify that all necessary policy, process and standards documentation is easily available to developers.
Developer Training and Documentation	TR-9	Verify that all training is given on-time and is evaluated and monitored for effectiveness with additional training provided as needed.

3.9 Requirements Management

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Requirements Management	RM-1	Evaluate and make recommendations on the project's processes and procedures for managing requirements.
Requirements Management	RM-2	Verify that system requirements are well-defined, understood, and documented.
Requirements Management	RM-3	Verify that software requirements can be traced through design, code, and test phases to verify that the system performs as intended and contains no unnecessary software elements.
Requirements Management	RM-4	Verify that requirements are under formal configuration control.
Requirements Management	RM-5	Review system requirements to ensure that they: <ul style="list-style-type: none"> a. Contain all characteristics, attributes, functional and performance requirements, and security and privacy requirements; b. Are traceable to stakeholder requirements and needs; and c. Are unique, complete, unambiguous, consistent, implementable, and verifiable.
Security Requirements	RM-6	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.
Security Requirements	RM-7	Evaluate the projects' restrictions on system and data access.
Security Requirements	RM-8	Evaluate the projects' security and risk analysis.
Security Requirements	RM-9	Verify that processes and equipment are in place to back up client and project data and files, and archive them safely at appropriate intervals.
Requirements Analysis	RM-10	Verify that an analysis of State and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.
Requirements Analysis	RM-11	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
Requirements Analysis	RM-12	Verify that all stakeholders have bought-in to all changes which impact project objectives, cost, or schedule.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Requirements Analysis	RM-13	Verify that performance requirements (e.g. timing, response time, and throughput) satisfy user needs.
Requirements Analysis	RM-14	Verify that user's maintenance requirements for the system are completely specified.
Requirements Analysis	RM-15	Assist in facilitating design requirements analysis (RA) sessions, and provide staff to validate documentation provided by the DDI Contractor.
Interface Requirements	RM-16	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.
Requirements Analysis	RM-17	Verify that approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
Requirements Allocation and Specification	RM-18	Verify that all system requirements have been allocated to either a software or hardware subsystem.
Requirements Allocation and Specification	RM-19	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
Reverse Engineering	RM-20	If a legacy system or a transfer system is or will be used in development, verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

3.10 Operating Environment

DELIVERABLE	DELIVERABLE #	DESCRIPTION
System Hardware	OE-1	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.
System Hardware	OE-2	Determine if hardware is compatible with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers, and storage devices.
System Hardware	OE-3	Evaluate current and projected vendor support of the hardware, as well as the State's hardware configuration management plans and procedures.
System Software	OE-4	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements.
System Software	OE-5	Determine if the software is compatible with the State's existing hardware and software environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.
System Software	OE-6	Current and projected vendor support of the software will also be evaluated, as well as the State's software acquisition plans and procedures.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Database Software	OE-7	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
Database Software	OE-8	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable, and if it is compatible with the State's existing hardware and software, including any online transaction processing (OLTP) environment(s).
Database Software	OE-9	Evaluate any current and projected vendor support of the software, as well as the State's software acquisition plans and procedures.
System Capacity	OE-10	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and online processing.
System Capacity	OE-11	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
System Capacity	OE-12	Evaluate the results of any volume testing or stress testing.
System Capacity	OE-13	Evaluate any existing measurement and capacity planning program and evaluate the system's capacity to support future growth.
System Capacity	OE-14	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.

3.11 Development Environment

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Development Hardware	DE-1	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development.
Development Hardware	DE-2	Determine if hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers, and storage devices.
Development Hardware	DE-3	Evaluate current and projected vendor support of the hardware, as well as the State's hardware configuration management plans and procedures.
Development Software	DE-4	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements.
Development Software	DE-5	Determine if the software is maintainable, easily upgradeable, and compatible with the State's existing hardware and software environment.
Development Software	DE-6	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, Computer-aided Software Engineering CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
Development Software	DE-7	Evaluate language and compiler selection with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.).

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Development Software	DE-8	Evaluate current and projected vendor support of the software, as well as the State's software acquisition plans and procedures.

3.12 Software Development

DELIVERABLE	DELIVERABLE #	DESCRIPTION
High-Level Design	SD-1	Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.
High-Level Design	SD-2	Evaluate the design products for adherence to the project design methodology and standards.
High-Level Design	SD-3	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology, and CASE tools and make recommendations.
High-Level Design	SD-4	Verify that high-level design requirements can be traced back to system requirements.
High-Level Design	SD-5	Verify that all design products are under configuration control and formally approved before detailed design begins.
Detailed Design	SD-6	Participate and assist the joint PMO in Preliminary Design Review (PDRs). The PDR is conducted after preliminary design efforts, but before the start of detailed design. This review is the first opportunity for the joint PMO to closely observe the DDI Contractor's hardware and software design. This review shall include the DDI Contractor's description of all design changes made, with respect to the original design disclosed in the technical proposal and to provide the rationale for the changes.
Detailed Design	SD-7	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high level design requirements.
Detailed Design	SD-8	Evaluate design products for adherence to the project design methodology and standards.
Detailed Design	SD-9	Evaluate the design and analysis process used to develop the design and make recommendations for improvements.
Detailed Design	SD-10	Evaluate design standards, methodology and CASE tools and make recommendations.
Detailed Design	SD-11	Verify that detailed design requirements can be traced back to system requirements and high level design.
Detailed Design	SD-12	Verify that all design products are under configuration control and formally approved before coding begins.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Detailed Design	SD-13	Participate and assist the joint PMO and LDH in incremental reviews, leading up to an overall system Critical Design Review (CDR), and provide recommendations for moving forward or exercising project controls, each with a respective rationale. CDR is an interdisciplinary product and process assessment to ensure that the system under review can proceed into the system fabrication, demonstration, and test phases, and can meet the stated performance requirements within the cost (project budget), schedule (project schedule), risk, and other system constraints as defined by the joint PMO. Generally, this review assesses the system's final design as captured in the product's business process and technical specifications for each configuration item in the system (product baseline), and ensures that each product in the product baseline has been captured in the detailed design documentation.
Job Control	SD-14	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.
Job Control	SD-15	Evaluate the system's division between batch and online processing with regard to system performance and data integrity.
Job Control	SD-16	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.
Job Control	SD-17	Evaluate the appropriate use of open source scheduling software.
Job Control	SD-18	Verify that job control language scripts are under an appropriate level of configuration control.
Code	SD-19	Evaluate and make recommendations on the standards and processes currently in place for code development.
Code	SD-20	Evaluate the existing code base for portability and maintainability, using software metrics, including but not limited to, modularity, complexity, and source and object size.
Code	SD-21	Evaluate code documentation for quality, completeness (including maintenance history) and accessibility.
Code	SD-22	Evaluate the coding standards and guidelines and the project's compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions, and format.
Code	SD-23	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.
Code	SD-24	Evaluate the projects' use of software metrics in management and quality assurance.
Unit Test	SD-25	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
Unit Test	SD-26	Evaluate the level of test automation, interactive testing, and interactive debugging available in the test environment.
Unit Test	SD-27	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.
Unit Test	SD-28	Verify and validate unit test results of all program modules and processes, including code review as necessary, before they are integrated and system tested and ensure results of the unit tests are fully documented.

3.13 System and Acceptance Testing

DELIVERABLE	DELIVERABLE #	DESCRIPTION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
System Integration Test	ST-2	Evaluate the level of automation and the availability of the system test environment.
System Integration Test	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
System Integration Test	ST-4	Verify that the test function has an appropriate level of independence from the development function.
Interface Testing	ST-5	Evaluate interface testing plans and procedures for compliance with industry standards.
User Acceptance Testing	ST-6	Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system.
User Acceptance Testing	ST-7	Verify that a sufficient number and type of test case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
User Acceptance Testing	ST-8	Verify that test results are verified, that the correct code configuration has been used, and that the test runs are appropriately documented, including formal logging of errors found in testing.
User Acceptance Testing	ST-9	Verify the test function has an appropriate level of independence from the development function.
User Acceptance Testing	ST-10	Validate user acceptance test results from the DDI Contractors with the joint PMO prior to implementation and on an ongoing basis as changes are made to the system.
User Acceptance Testing	ST-11	Prepare a user acceptance test validation strategy to ensure that the new technology meets the current and planned business needs.
User Acceptance Testing	ST-12	Document and report concerns, issues and risks, and recommendations as to the readiness for user acceptance testing. The intent of this task is to verify that the test plan was followed and the criteria used to test the scenarios for each deliverable has been reviewed and documented according to the processes developed.
Acceptance and Turnover	ST-13	Verify that acceptance procedures and acceptance criteria for each product are defined, reviewed, and approved prior to test and the results of the test are documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
Acceptance and Turnover	ST-14	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
Acceptance and Turnover	ST-15	Verify that the acceptance test organization has an appropriate level of independence from the subcontractor.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Acceptance and Turnover	ST-16	Verify that training in using the contractor-supplied software is to be on-going throughout the development process, especially if the software is to be turned over to State staff for operation.
Acceptance and Turnover	ST-17	Review, evaluate and provide feedback of the implementation plan.
Acceptance and Turnover	ST-18	Perform random sampling of test results documents and execute the test scenarios during the testing phases to verify that the system performs according to the documented results.
Acceptance and Turnover	ST-19	Conduct reviews of testing to ensure that critical elements of the system, as delivered by the DDI Contractor, are stable and comply with State requirements as detailed in the RFP. These reviews are independent of the DDI Contractor's testing and the focus is on areas identified as a priority for IV&V testing.
Acceptance and Turnover	ST-20	Certify and demonstrate, as required, that the system is free from defects, that it functions per the approved system design, has validated requirements, and is ready for user acceptance testing prior to the completion of integration and system testing.
Acceptance and Turnover	ST-21	Analyze all integration/system results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of the integration and/or system test plan. Assess the validity of system stress/load testing conducted by the implementation vendor.
Acceptance and Turnover	ST-22	Participate in the review of test results, and ensure results of testing are fully documented by the DDI Contractor.

3.14 Data Management

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Data Conversion	DM-1	Evaluate the State's existing and proposed plans, procedures and software for data conversion.
Data Conversion	DM-2	Verify that procedures are in place and are being followed to review the converted data for completeness and accuracy and to perform data clean-up as required.
Data Conversion	DM-3	Determine conversion error rates and if the error rates are manageable.
Data Conversion	DM-4	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Data Conversion	DM-5	Conduct an initial assessment of data conversion plans, procedures, and software, including: <ul style="list-style-type: none"> a. Relevant data conversion deliverables, giving particular attention to parallel testing; b. Procedures for reviewing converted data for completeness and accuracy; c. Monitoring errors; and d. Contingency plans.
Data Conversion	DM-6	Analyze all data conversion results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of the data conversion plan and to ensure data integrity is maintained.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Database Design	DM-7	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
Database Design	DM-8	Recommend improvements to existing designs to improve data integrity and system performance.
Database Design	DM-9	Evaluate the design for maintainability, scalability, concurrence, normalization (where appropriate), and any other factors affecting performance and data integrity.
Database Design	DM-10	Evaluate the project's process for administering the database, including backup, recovery, performance analysis, and control of data item creation.

3.15 Post-Implementation and Operations Oversight

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Operational Change Tracking	OO-1	Evaluate the LDH's change request and defect tracking processes.
Operational Change Tracking	OO-2	Evaluate implementation of the process activities to determine if processes are effective and are being followed.
Customer & User Operational Satisfaction	OO-3	Evaluate user satisfaction with the solution(s) to determine areas for improvement.
Operational Goals	OO-4	Evaluate impact of the solution(s) on program goals and performance standards.
Operational Documentation	OO-5	Evaluate operational plans and processes.
Operational Processes and Activity	OO-6	Evaluate implementation of the process activities including backup, disaster recovery, and day-to-day operations to verify the processes are being followed.
Post Implementation	OO-7	Participate in post implementation review and prepare a post implementation report that provides information regarding the benefit and success of the system and suggestions for improvement in areas that can be applied directly to the ongoing program.
Post Implementation	OO-8	Evaluate feedback from stakeholders and recommend changes in how the State implements a new system or new components.
Post Implementation	OO-9	Document lessons learned and submit a report to the Department.
Post Implementation	OO-10	Ensure sustainability of systems to satisfy State needs.
Post Implementation	OO-11	Assess system maintenance strategy and execution.
Post Implementation	OO-12	Review and provide analysis of operational performance metrics.
Post Implementation	OO-13	Prepare a post-implementation report that provides information in areas that can be applied directly to the ongoing program, on a schedule determined by the State.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
CMS Certification	OO-14	Be knowledgeable of the CMS certification protocol and propose a System Development Life Cycle (SDLC) methodology from conception through certification.
CMS Certification	OO-15	Provide a work plan outlining tools, information gathering processes and documentation protocols throughout the project life cycle for the CMS observation visit.
CMS Certification	OO-16	Participate in the certification process, certification visit, and life cycle gate reviews.
CMS Certification	OO-17	Assist LDH in managing the certification process to assure the DDI Contractors' compliance with the RFP requirements.
CMS Certification	OO-18	Provide draft adjudication of certification criteria.

3.16 Administrative Actions, Liquidated Damages and Intermediate Sanctions

3.16.1 Administrative Actions

3.16.1.1 LDH shall notify the Contractor through a written Notice of Concern when it is determined the Contractor is deficient or non-compliant with requirements of the contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:

- 3.16.1.1.1 A warning through written notice or consultation;
- 3.16.1.1.2 Education requirement regarding program policies and procedures;
- 3.16.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
- 3.16.1.1.4 Submission of a corrective action plan.

3.16.2 Liquidated Damages

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

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

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

3.16.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay the Department the specified amounts listed below as agreed upon liquidated damages.

REQUIREMENT	LIQUIDATED DAMAGES
Contractor fails to meet security or privacy standards as defined by the State of Louisiana Office of Technology Services.	One thousand dollars (\$1,000) per incident, per business day until the incident is resolved.
Contractor fails to comply with Public Records requests.	Five thousand dollars (\$5,000) per incident, per business day until the incident is resolved.
Contractor fails to report a data breach as defined by the State of Louisiana Office of Technology Services.	One thousand dollars (\$1,000) per incident, per affected member.
Contractor does not have sufficient resources and staff to start its IV&V operations within fifteen (15) calendar days of contract award and be operational within forty-five (45) calendar days.	A two thousand dollar (\$2,000) charge per business day each day after the due date.
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this RFP, the contract, or upon direction of the Department.	A one thousand dollar (\$1,000) charge per business day, per report, each day after the report due date until the report is received.
Contractor shall ensure correct information and data is entered into all schedules, status reports, and any other project, program or portfolio reporting, dashboards, and communication.	A two thousand dollar (\$2,000) charge per incident involving incorrect information.
Contractor shall not misrepresent or falsify information that it furnishes in any report or document.	A ten thousand dollar (\$10,000) charge per incident, per day, until a correct report is received.
<p>Key Personnel – Contractor shall notify BHSF in writing when an employee leaves a Project Director, Project Manager, or Testing Manager position and shall name an interim contact person within five (5) business days of the vacancy.</p> <p>Contractor shall present candidates for BHSF approval to fill any vacancy in a key personnel position within thirty (30) days unless otherwise agreed upon.</p>	<p>A ten thousand dollar (\$10,000) charge per business day in excess of five (5) business days that the notification is not made and/or interim contact person not named.</p> <p>A ten thousand dollar (\$10,000) charge per business day that a change in key personnel is made but not approved by the Department, or failure to present key personnel positions within thirty (30) days unless otherwise agreed upon.</p>
Contractor shall not distribute or publish any bulletins, documents, or other media distribution that have not been approved by BHSF or that contain false or materially misleading information.	A twenty-five thousand dollar (\$25,000) charge per incident, per day. After the 6 th incident in any month, a one hundred thousand dollar (\$100,000) charge per incident, per day.
Violation of a contract provision not specifically listed above in this table.	Up to one thousand dollars (\$1,000) per incident, per business day may be assessed at the sole discretion of the State.

3.16.2.4 Liquidated Damages for Noncompliance with Other Deliverables or Requirements

- 3.16.2.4.1 For each day that a deliverable is late, incorrect or deficient, the Contractor may be liable to LDH for liquidated damages in an amount per calendar, day per deliverable as specified in the table below for deliverables and requirements not otherwise specified in the above Table of Liquidated Damages.

3.16.2.4.2 Liquidated damages have been designed to escalate by duration and by occurrence over the term of this contract. An occurrence shall mean each instance of a late, incorrect or deficient deliverable.

Occurrence	Daily Amount for Days 1-14	Daily Amount for Days 15-30	Daily Amount for Days 31-60	Daily Amount for Days 61 and Beyond
2 nd - 6 th	\$1,500.00	\$2,500.00	1% of annual contract	1% of total contract
7 th - 11 th	\$2,000.00	\$3,500.00	2% of annual contract	2% of total contract
12 th and Beyond	\$2,500.00	\$4,000.00	3% of annual contract	3% of total contract

3.16.2.5 Payment of Liquidated Damages

3.16.2.5.1 Any liquidated damages assessed by LDH that cannot be collected through withholding from future payments shall be due and payable to LDH within thirty (30) calendar days after the Contractor’s receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by LDH will be returned to the Contractor.

3.16.2.5.2 If liquidated damages are insufficient to satisfy the total loss to LDH caused as a result of the Contractor’s failure to meet the specifications of the contract, LDH has the right to withhold the unrecovered amount from retainage. If retainage is not sufficient, the Contractor shall directly and immediately reimburse LDH the difference, or LDH may offset from any future payments due the Contractor. The Contractor will cooperate fully with LDH and provide any assistance it needs to implement the terms of its agreement for retainage.

3.16.2.5.3 LDH has the right to recovery of any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.

3.16.2.5.4 A monetary sanction may be applied to all known affiliates, subsidiaries and parents of the Contractor, provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and circumstances. The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

3.16.2.6 Corrective Action

3.16.2.6.1 At the request of the Contractor, LDH staff will meet with Contractor staff to discuss the causes for the occurrence and to negotiate a reasonable plan for corrective action of the occurrence. Once a corrective action plan has been approved by LDH, collection of liquidated damages during the corrective action period will be suspended. The corrective action plan must include a date certain for the correction of the occurrence. Should that date for correction be missed by the Contractor, the original schedule of liquidated damages will be reinstated, including collection of liquidated damages for the corrective action period, and monetary penalties will continue until satisfactory correction as determined by LDH of the occurrence has been made.

3.16.3 Intermediate Sanctions

3.16.3.1 LDH reserves the right to impose intermediate sanctions in accordance with state regulations.

3.17 Fraud and Abuse

- 3.17.1 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.
- 3.17.2 Such policies and procedures must be in accordance with State and Federal regulations. The 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.

3.18 Contingency Plan

- 3.18.1 The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters
- 3.18.2 Contingency plans shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.
- 3.18.3 The Contractor shall have an LDH approved Contingency Plan no later than thirty (30) days from the date the Contract is signed.
- 3.18.4 At a minimum, the Contingency Plan shall address the following scenarios:
 - 3.18.4.1 The central computer installation and resident software are destroyed or damaged;
 - 3.18.4.2 The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transaction that are active in a live system at the time of the outage;
 - 3.18.4.3 System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system;
 - 3.18.4.4 System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the System, such as it causes unscheduled System unavailability; and
 - 3.18.4.5 The Contractor shall specify projected recovery times and data loss for mission-critical Systems in the event of a declared disaster.
- 3.18.5 The Contingency Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.
- 3.18.6 The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions.
- 3.18.7 In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.
- 3.18.8 Off Site Storage and Remote Back-up
 - 3.18.8.1 The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.

- 3.18.8.2 The data back-up policy and procedures shall include, but not be limited to:
 - 3.18.8.2.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 - 3.18.8.2.2 Documented back-up procedures;
 - 3.18.8.2.3 The location of data that has been backed up (off-site and on-site, as applicable);
 - 3.18.8.2.4 Identification and description of what is being backed up as part of the back-up plan;
 - 3.18.8.2.5 Any change in back-up procedures in relation to the Contractor's technology changes; and
 - 3.18.8.2.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
- 3.18.9 The Contractor shall adhere to all applicable published state security policies, which may be located at <http://www.doa.la.gov/Pages/OTS/InformationSecurity.aspx>.

3.19 Transition Plan

- 3.19.1 This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination. The Contractor shall provide full support and assistance in the transition of operations to LDH or to a successor Contractor in order to minimize any disruption of services covered under the resulting contract of this RFP. The Contractor must:
 - 3.19.1.1 Within thirty (30) days of the contract start date, deliver a transition plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that LDH, at its sole discretion feels is necessary to effect a smooth transition to the successor Contractor. This plan shall be updated annually.
 - 3.19.1.2 Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, policies and procedures. The training will utilize current and complete documentation, instruction materials and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for successor Contractor key personnel as deemed necessary by LDH.
 - 3.19.1.3 Perform a comprehensive assessment of all documentation. This documentation assessment will be completed and delivered to LDH annually with a final comprehensive assessment completed no later than six (6) months before the end of the contract term. The purpose of the review will be to assess whether the documentation accurately and completely reflects existing IV&V procedures, and meets all documentation requirements. The Contractor will update any documentation which is not accurate, complete and in accordance with these requirements annually with a final comprehensive assessment completed no later than six (6) months prior to the end of the contract term.
 - 3.19.1.4 Transfer the Contractor's records and associated records to the successor Contractor or to LDH. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The transfer will be completed within ten (10) calendar days after receiving a request from LDH.
 - 3.19.1.5 Transfer all software, files, programs, source code and documentation in an electronic format to the successor Contractor within ten (10) calendar days of receiving a request from LDH.

- 3.19.2 The transition 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.

3.20 Term of Contract

- 3.20.1 The contract effective date for the Contractor shall be on or about August 12, 2019 through May 31, 2022 unless terminated prior to that date in accordance with state or federal law or terms of the contract.
- 3.20.2 With all proper approvals and concurrence with the successful Contractor, the agency may also exercise an option to extend the contract for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (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 State Procurement (OSP) to extend contract terms beyond the initial three (3) year term. The 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.
- 3.20.3 No contract/amendment shall be valid, nor shall the State be bound by the contract/amendment, until it has first been executed by the Department and the Contractor, and has been formally approved by the director of the Office of State Procurement.

3.21 Payment Terms

- 3.21.1 The Contractor shall submit invoices for deliverables in accordance with established timelines and shall submit itemized invoices monthly no later than fifteen (15) days following the month of services, or as defined in the contract terms. The Contractor will be reimbursed as specified in the contract with LDH.
- 3.21.2 The State will make every reasonable effort to make payments within thirty (30) business days of the approval of invoices under a valid contract. Contractor will not be paid more than the maximum amount of the contract. Contractor shall submit a final invoice to the Department within fifteen (15) business days after termination of the contract.
- 3.21.3 Payments will be made to the Contractor after written acceptance by LDH and approval of an invoice. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- 3.21.4 All amounts owed by the Contractor to LDH as identified through routine or investigative reviews of records or audits conducted by LDH or other state or federal agencies, are due no later than thirty (30) calendar days following notification to the Contractor by LDH unless otherwise authorized in writing by LDH. LDH, at its discretion, reserves the right to collect amounts due by withholding and applying all balances due to LDH to future payments. LDH reserves the right to collect interest on unpaid balances beginning thirty (30) calendar days from the date of initial notification. Any unpaid balances after the refund is due shall be subject to interest at the current Federal Reserve Board lending rate or ten percent (10%) annually, whichever is higher.

3.22 Electronic Vendor Payment Solutions

- 3.22.1 The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the

payee's bank. Please see Appendix H for additional information regarding electronic payment methods and registration.

4.0 PROPOSALS

4.1 General Information

- 4.1.1 Proposer should be registered as a vendor with the Louisiana Procurement and Contract Network (LaPAC) prior to submitting their proposal, and should include their vendor number on the Certification Statement. Information on registration may be found at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.cfm?tab=2>.
- 4.1.2 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.
- 4.1.3 The proposal shall 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.

4.2 Contact After Solicitation Deadline

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

4.3 Contract Award and Execution

- 4.3.1 The State reserves the right to:
 - 4.3.1.1 Make an award without presentations by Proposer or further discussion of proposals received;
 - 4.3.1.2 Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or
 - 4.3.1.3 Contract for all or a partial list of services offered in the proposal.
- 4.3.2 The RFP, including any addenda added, and the proposal of the selected Proposer shall become part of any contract initiated by the State.
- 4.3.3 The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Appendix C. 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.
- 4.3.4 If the contract negotiation period exceeds thirty (30) calendar days or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

4.4 Assignments

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

subcontractors or joint ventures should be included as part of the proposal. All assignments must be approved of by the Department.

4.5 Determination of Responsibility

- 4.5.1 Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:
 - 4.5.1.1 Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - 4.5.1.2 Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
 - 4.5.1.3 Is able to comply with the proposed or required time of delivery or performance schedule;
 - 4.5.1.4 Has a satisfactory record of integrity, judgment, and performance; and
 - 4.5.1.5 Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 4.5.2 The Proposer must ensure that its proposal contains sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.
- 4.5.3 The Proposer shall include with its proposal copies of audited financial statements for each of the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project, as required by Section 4.5.1.1 above.

4.6 Proposal and Contract Preparation Costs

- 4.6.1 The State shall not be liable for any costs incurred by the Proposer prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State. 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.
- 4.6.2 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 State Procurement.

4.7 Errors and Omissions

- 4.7.1 The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

4.8 Ownership of Proposal

- 4.8.1 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.

4.9 Online Procurement Library / Resources Available to Proposer

- 4.9.1 Electronic copies of material relevant to this RFP will be posted at the following web addresses:

<http://www.ldh.la.gov/index.cfm/newsroom/category/47>

4.10 Proposal Submission

- 4.10.1 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.
- 4.10.2 Proposer shall submit one (1) original hard copy, six (6) additional copies, six (6) electronic copies (flash drives), and one (1) electronic *redacted* copy of the entire Technical Proposal as contemplated in the titled "Confidential Information, Trade Secrets and Proprietary Information" below. No facsimile or emailed proposals will be accepted.
- 4.10.3 Proposer shall submit one (1) original hard copy, one (1) additional copy, and one (1) electronic copy (flash drive) of the Cost Proposal in Excel format.
- 4.10.4 Under separate seal, Proposer shall submit one (1) original hard copy, one (1) additional copy, and one (1) electronic copy (flash drive) of the documents as described in section 4.5.3 above.
- 4.10.5 All electronic copies must be submitted in a format that contains searchable text.
- 4.10.6 Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

**Tamara Manuel
Louisiana Department of Health
Bureau of Health Services Financing
628 N. 4th Street
Baton Rouge, LA 70802**

If delivered via U.S. mail:

**Tamara Manuel
Louisiana Department of Health
Bureau of Health Services Financing
P.O. Box 91030
Baton Rouge, LA 70821**

4.11 Confidential Information, Trade Secrets and Proprietary Information

- 4.11.1 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, La. R.S. 44:1 *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

4.11.2 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.

4.11.3 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, the State will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

4.11.5 The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

4.11.6 Additionally, any proposal that fails to comply with this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

4.11.7 If the Proposer’s proposal contains confidential information, Proposers should also submit a redacted copy along with the proposal. If the Proposer does not submit the

redacted copy, if will be assumed that any claim to keep information confidential is waived.

4.12 Proposal Format

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

4.12.2 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.

4.13 Requested Proposal Outline

1. Cover Letter
2. Table of Contents
3. Executive Summary and Company Background
4. Engagement Implementation & Operations
5. Innovative Concepts
6. Relevant Corporate Experience
7. Personnel Qualifications
8. Additional Information

4.14 Proposal Content

4.14.1 Legibility and Clarity

4.14.1.1 Responses to the requirements of this RFP shall be submitted with all questions answered in as much detail as practicable in the formats requested. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

4.14.2 Quality and Timeliness

4.14.2.1 The proposal 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 demonstrate the Proposer's previous experience in performing similar complex Independent Verification and Validation work related to systems implementations and its proposed approach to leverage that experience in meeting the Department's requirements. Specific and unique corporate experience should be clarified. Work samples may be included as part of the proposal.

4.14.3 Assume Complete Responsibility

4.14.3.1 The proposal 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.

4.14.4 Approach and Methodology

- 4.14.4.1 The proposal should define the Proposer’s functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services. The proposal must describe in detail all options the proposed solution will make available including, but not limited to, technology, staffing and any planned innovative processes.
- 4.14.5 Executive Summary and Company Background
 - 4.14.5.1 The introductory section should contain summary information about the Proposer's organization. This section should state the Proposer's knowledge and understanding of the needs and objectives of the BHSF as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposals.
 - 4.14.5.2 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.
 - 4.14.5.3 This section should also include the following information:
 - 4.14.5.3.1 Location of Administrative Office with Full Time Personnel, include all office locations (address);
 - 4.14.5.3.2 Name and address of principal officer;
 - 4.14.5.3.3 Name and address for purpose of issuing checks and/or drafts;
 - 4.14.5.3.4 For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
 - 4.14.5.3.5 If an out-of-state Proposer, list the name and address of the local representative; if none, so state;
 - 4.14.5.3.6 If any of the Proposer's personnel named in the proposal are a current or former Louisiana state employee, indicate the Agency where the individual was employed, position, title, last date of employment (if applicable), and Social Security number;
 - 4.14.5.3.7 If the Proposer was engaged by LDH 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
 - 4.14.5.3.8 Proposer's Louisiana state and federal tax identification numbers.
 - 4.14.5.3.9 Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explain if not applicable.
 - 4.14.5.4 The following information **must** be included in the proposal:
 - 4.14.5.4.1 Certification Statement: The Proposer must sign and submit an original Certification Statement (see Appendix B).
- 4.14.6 Engagement Implementation & Operations
 - 4.14.6.1 The Proposer should articulate an understanding of and ability to effectively implement services as outlined within the RFP. In this section, the Proposer should state the approach it intends to use in achieving each objective of the engagement as outlined. In particular, the Proposer should:

- 4.14.6.1.1 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.
- 4.14.6.1.2 Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to meet effectively the needs of consumers served.
- 4.14.6.1.3 Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- 4.14.6.1.4 Demonstrate knowledge of services to be provided, effective strategies to achieve objectives, and effective service delivery.
- 4.14.6.1.5 Describe an approach and strategy for engagement oversight and management.
- 4.14.6.1.6 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.
- 4.14.6.1.7 Demonstrate an understanding of and ability to implement data collection as needed.
- 4.14.6.1.8 Explain processes that will be implemented in order to complete all tasks in a timely manner.
- 4.14.6.1.9 Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- 4.14.6.1.10 Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- 4.14.6.1.11 Identify all assumptions or constraints on tasks.
- 4.14.6.1.12 Discuss what flexibility exists within the work approach to address unanticipated problems which might develop during the contract period.
- 4.14.6.1.13 If the Proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the Subcontractor.
- 4.14.6.1.14 Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- 4.14.6.1.15 Proposers are encouraged to submit report samples to demonstrate Proposers' flexible reporting capabilities.
- 4.14.6.2 While the State has defined a minimum set of deliverables, the Proposer is encouraged to propose additional tasks, sequence of tasks or deliverables if the Proposer deems the additional tasks meet or exceed the essential requirements described in the RFP.
- 4.14.6.3 The Proposer should describe, in detail, the actions necessary to produce the deliverables and to obtain the State's approval. In addition, as applicable, the Proposer should use examples, spreadsheets, project planning, and reports to describe the format and content of the deliverable.
- 4.14.7 Innovative Concepts

- 4.14.7.1 The Proposer should include in their proposal innovative methods for providing the services as outlined in this RFP.
- 4.14.7.2 Proposers are encouraged to include any additional deliverables that they consider a competitive advantage or innovation, including descriptions of the value these will bring to BHSF.
- 4.14.8 Relevant Corporate Experience
- 4.14.8.1 The proposal should indicate the Proposer's firm has a record of prior successful experience with the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the project's scope and similarity to the project outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the State.
- The documentation should provide a description of the project, total project cost, IV&V services provided, contract term, lessons learned and state whether the project was completed. The Proposer should provide BHSF with reference names and contact numbers for these engagements to include: (1) name and address of organization for which services were provided; (2) name, telephone, and email of the contact person; and (3) type of services provided and dates services were provided.
- 4.14.8.2 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, the Proposer should so state.
- 4.14.8.3 If the organization submitting the proposal is a subsidiary of another company, the Proposer should provide the same information for the parent company along with a statement as to what percentage of the parent company's revenue is produced by the Proposer.
- 4.14.9 Personnel Qualifications
- 4.14.9.1 The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff, including key personnel, to be assigned to this project, as outlined in 3.4 Contractor Staffing Requirements/Qualifications. The experience of the Proposer's personnel in providing 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.
- 4.14.9.2 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.
- 4.14.9.3 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 subcontractor.
- 4.14.9.4 **Resumes of all personnel, including subcontractors, shall 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; and
- Educational background, certifications, licenses, and special skill.

4.14.9.5 If Subcontractor personnel will be used, the Proposer should clearly identify these individuals, if known, and provide the same information requested for the Proposer's personnel.

4.14.10 Financial Proposal (Cost)

4.14.10.1 Proposer shall complete a cost proposal in the format provided to be considered for award.

4.14.10.2 Failure to complete and submit these documents will result in the proposal being found non-responsive and removed from consideration. The cost proposal shall be provided in a separately sealed envelope.

4.14.11 Additional Information

4.14.11.1 As an attachment to its proposal, if available, Proposers should provide copies of any policy and procedure manuals applicable to this contract, inclusive of organizational standards or ethical standards. This attachment should also include a copy of Proposer's All Hazards Response Plan, if available.

4.15 Waiver of Administrative Informalities

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

4.16 Withdrawal of Proposal

4.16.1 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.

4.17 Proposer's Cooperation

4.17.1 Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

4.18 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

5.0 EVALUATION AND SELECTION.

5.1 Evaluation Criteria

5.1.1 The following criteria will be used to evaluate proposals:

- 5.1.1.1 Evaluations will be conducted 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.
- 5.1.1.2 The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.
- 5.1.1.3 Proposals containing unwarranted assumptions, lack of sufficient detail, poor organization, lack of proofreading, and/or unnecessary use of self-promotional claims will be evaluated accordingly.
- 5.1.1.4 Scoring will be based on a possible total of one hundred (100) points and the proposal with the highest total score will be recommended for award.

5.1.2 Cost Evaluation

5.1.2.1 Proposer shall receive points for cost based upon the following formula:

Points Awarded	=	$\frac{\text{Lowest Total Cost}}{\text{Total Cost of Proposal Being Evaluated}} \times 25$
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5.1.2.2 The assignment of the points based on the above formula will be calculated by a member of LDH Medical Vendor Administration, Financial Management and Operations staff.

5.1.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

5.1.3.1 Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

5.1.3.2 Proposer Status and Allotment of Reserved Points

- 5.1.3.2.1 If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- 5.1.3.2.2 If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- 5.1.3.2.3 If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- 5.1.3.2.4 The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

5.1.3.3 If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

5.1.3.3.1 If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

5.1.3.3.1.1 Subcontractor’s name;

5.1.3.3.1.2 A detailed description of the work to be performed; and

5.1.3.3.1.3 The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

5.1.3.3.2 If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from each other subcontractor(s).

5.1.4 Evaluation Criteria and Assigned Points

5.1.4.1 Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

Evaluation Criteria	Points
Technical Proposal	
• Engagement Implementation & Operations	25
• Innovative Concepts	5
• Relevant Corporate Experience	10
• Personnel Qualifications	23
Financial Proposal (Cost)	25
Veteran and Hudson Initiatives	12
• <i>Up to 10 points available for Hudson-certified vendors;</i>	
• <i>Up to 12 points available for Veteran-certified vendors;</i>	
• <i>If no Veteran-certified vendors propose, the additional 2 Veterans points are not awarded.</i>	
<i>See Section 5.1.3 for details.</i>	
Total Possible Points	100

**The evaluation team will use a consensus scoring process.*

The proposals will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The Proposer must receive a minimum score of thirty-one and a half points (31.5), fifty percent (50%) of the total available points in the technical categories of Engagement Implementation & Operations,

Innovative Concepts, Relevant Company Experience, and Personnel Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation, or the On-Site Presentation/Demonstration, if required by the Department.**

The scores for the Technical Proposal, Financial Proposal, and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

5.2 On-Site Presentation/Demonstration

- 5.2.1 The Department may require On-Site Presentations or Demonstrations for purposes of this RFP.
- 5.2.2 If required, the Department will select those proposers reasonably susceptible of receiving an award for an on-site presentation and/or demonstration for final determination of the contract award. On-site presentations and/or demonstrations will allow the selected Proposers to demonstrate their unique capability to provide the services requested in the RFP.
- 5.2.3 Proposers selected for on-site presentations and/or demonstrations should:
 - 5.2.3.1 Provide a strategic overview of services to be provided;
 - 5.2.3.2 Summarize major strengths;
 - 5.2.3.3 Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes; and
 - 5.2.3.4 Project Director must be in attendance and key personnel should be in attendance to provide their view of the partnership envisioned with the Department.
- 5.2.4 Based on the information received at the presentation, the Proposer's score may be adjusted using the original evaluation criteria.

5.3 Acceptance of Proposal Content

- 5.3.1 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 rejected and excluded from further consideration.

5.4 Clarification of Proposals

- 5.4.1 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.

5.5 Best and Final Offers (BAFO)

- 5.5.1 The State reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation team to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation to participate in BAFO will not obligate the State or serve as a commitment to enter into a contract.

5.6 Announcement of Award

- 5.6.1 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.
- 5.6.2 The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.
- 5.6.3 The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44:3.2), scores of each proposal considered along with overall scores of each proposal considered, shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
- 5.6.4 Any person aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within fourteen (14) calendar days after the award has been announced by the agency.
- 5.6.5 The award of a contract is subject to approval by the Division of Administration, Office of State Procurement.

6.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

6.1 Confidentiality of Data

- 6.1.1 All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH 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 LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH 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 LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, 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.
- 6.1.2 Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Health.

6.2 Taxes

- 6.2.1 The Contractor is responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor(s) is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor(s) hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor(s) further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.

6.3 Fund Use

- 6.3.1 The 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.

6.4 Code of Ethics

- 6.4.1 The Proposer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
- 6.4.2 Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

6.5 Compliance With Civil Rights Laws

- 6.5.1 The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- 6.5.2 The Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, age, or any other non-merit factor in any matter relating to employment. 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.

6.6 Insurance Requirements

- 6.6.1 Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 6.6.2 Minimum Scope and Limits of Insurance
 - 6.6.2.1 Contractor's Insurance
 - 6.6.2.1.1 The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall be named as the insured on the policy. 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) calendar days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

6.6.2.2 Workers' Compensation Insurance

6.6.2.2.1 Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance in compliance with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee.

6.6.2.3 Commercial General Liability Insurance

6.6.2.3.1 The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall have a minimum limit per occurrence of \$1,000,000.00 and a minimum general aggregate of \$2,000,000.00. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

6.6.2.4 Insurance Covering Special Hazards

6.6.2.4.1 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.

6.6.2.5 Automobile Liability

6.6.2.5.1 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. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

6.6.2.6 Professional Liability (Errors and Omissions)

6.6.2.6.1 The Contractor shall maintain during the life of the contract such Professional Liability (Error & Omissions) insurance which covers the professional errors, acts, or omissions of the Contractor, and shall have a minimum limit of \$1,000,000.00. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the contract. The policy shall provide for an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

6.6.2.7 Subcontractor's Insurance

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

6.6.3 Deductibles and Self-Insured Retentions

6.6.3.1 Any deductibles or self-insured retentions must be declared to and accepted by the State. The Contractor shall be responsible for all deductibles and self-insured retentions.

6.6.4 Other Insurance Provisions

6.6.4.1 The policies are to contain, or be endorsed to contain, the following provisions:

6.6.4.1.1 General Liability and Automobile Liability Coverage

6.6.4.1.1.1 The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

6.6.4.1.1.2 The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

6.6.4.1.1.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

6.6.4.1.2 Workers' Compensation and Employers' Liability Coverage

6.6.4.1.2.1 The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

6.6.4.1.3 All Coverage

6.6.4.1.3.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 calendar days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

6.6.4.1.3.2 Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

6.6.4.1.3.3 The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

6.6.4.1.3.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

6.6.5 Acceptability of Insurers

6.6.5.1 All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the engagement is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.6.5.2 If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

6.6.6 Verification of Coverage

6.6.6.1 Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal thereafter.

6.6.6.2 In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

6.6.6.3 Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

6.6.7 Subcontractors

6.6.7.1 Contractor shall include all subcontractors as insured's under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

6.6.8 Workers' Compensation Indemnity

6.6.8.1 In the event Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

6.6.9 Indemnification/Hold Harmless Agreement

6.6.9.1 Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

6.6.9.2 Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

7.0 CONTRACTUAL INFORMATION

7.1 Contract

7.1.1 The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Appendix C) (including its attachments and exhibits), this RFP (including its appendices, amendments, and addenda), and the Contractor's proposal. Appendix C contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the contract and supplements, the following will be incorporated into the contract awarded through this RFP:

7.1.1.1 Substitution of Personnel

7.1.1.1.1 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.

7.1.1.2 Force Majeure

7.1.1.2.1 The Contractor and the State 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.

7.1.1.3 Order of Precedence

7.1.1.3.1 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 the provisions of the final contract, which will include the provisions of Appendix C, and its attachments and exhibits (excluding this RFP, its appendices, amendments, and addenda, and the Contractor's proposal); second priority to the provisions of this RFP (including its attachments, amendments, and addenda); and third priority to the provisions of the Contractor's proposal.

7.1.1.4 Entire Agreement

7.1.1.4.1 The final contract (including its attachments and exhibits), this RFP (including its appendices, amendments, and addenda), and the Contractor's proposal constitute the entire agreement between the parties with respect to the subject matter.

7.1.1.5 Board Resolution/Signature Authority

7.1.1.5.1 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.

7.1.1.6 Warranty to Comply with State and Federal Regulations

7.1.1.6.1 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.

7.1.1.7 Warranty of Removal of Conflict of Interest

7.1.1.7.1 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.

7.1.1.8 Corporation Requirements

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

7.1.1.8.1.1 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.

7.1.1.8.1.2 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.

7.1.1.8.1.3 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.

7.1.1.9 Contract Controversies

7.1.1.9.1 Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

7.1.1.10 Right To Audit

7.1.1.10.1 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 five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

7.1.1.11 Contract Modification

7.1.1.11.1 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.

7.1.1.12 Severability

7.1.1.12.1 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.

7.1.1.13 Applicable Law

7.1.1.13.1 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.

7.1.1.14 Prohibition of Discriminatory Boycotts of Israel

7.1.1.14.1 In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

- 7.1.1.14.2 The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

7.2 Mutual Obligations and Responsibilities

- 7.2.1 The State requires that the mutual obligations and responsibilities of LDH 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 sample state contract.

7.3 Retainage

- 7.3.1 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.

7.4 Indemnification and Limitation of Liability

- 7.4.1 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.
- 7.4.2 The 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 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.
- 7.4.3 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.
- 7.4.4 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.

- 7.4.5 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 one hundred thousand dollars (\$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.
- 7.4.6 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 retainage, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

7.5 Termination

7.5.1 Termination For Cause

7.5.1.1 The State may terminate this Contract for cause based upon the failure of the 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) calendar 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) calendar 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.

7.5.1.2 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 LDH's failure and a reasonable opportunity for the State to cure the defect.

7.5.2 Termination For Convenience

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

7.5.3 Termination For Non-Appropriation Of Funds

7.5.3.1 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.

7.6 Subcontracting

- 7.6.1 The State shall have a single prime Contractor as the result of any contract negotiation, and that Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Contractor may enter into Subcontractor arrangements; however, Contractor shall acknowledge in their proposal total responsibility for the entire contract.
- 7.6.2 If the Contractor intends to subcontract for portions of the work, the Proposer should identify any Subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Contractor under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
- 7.6.3 Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
- 7.6.4 For Subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all Subcontractors through the following:
 - 7.6.4.1 The Subcontractor(s) will provide a written commitment to accept all contract provisions; and
 - 7.6.4.2 The Subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
- 7.6.5 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 services required by the contract without the express written approval of the State. The Contractor shall not substitute any vendor under a business agreement without the prior written approval of the State. For vendor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all vendors through the following:
 - 7.6.5.1 The vendor(s) will provide a written commitment to accept all contract provisions; and
 - 7.6.5.2 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.
- 7.6.6 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.

7.7 Resources Available to Contractor

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

7.8 Contract Monitor

All work performed by the contract will be monitored by the contract monitor or designee:

**Medicaid Systems Modernization Section Chief
Louisiana Department of Health
Bureau of Health Services Financing
628 North 4th Street, 6th Floor
Baton Rouge, LA 70802**

8.0 APPENDICES:

A: Veteran and Hudson Initiatives

B: Certification Statement

C: LDH Standard Contract Form (CF-1)

D: HIPAA Business Associate Addendum

E: Cost Worksheet

F: Electronic Vendor Payment Solution

Appendix A: Veteran and Hudson Initiatives

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

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.louisianaeconomicdevelopment.com>.

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.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small businesses may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small businesses, 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.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

Appendix B: Certification Statement

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:

PROPOSER	
VENDOR NUMBER	<i>(See Section 4.1 for more information)</i>
DATE	
OFFICIAL CONTACT NAME	
EMAIL ADDRESS	
FAX NUMBER	
PHONE NUMBER	
STREET ADDRESS	
CITY, STATE, 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. 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 ninety (90) days from the date of Proposer's signature below.
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and fifteen (15) business days to 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. 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Original Signature

Printed Name

Date

Appendix C: LDH Standard Contract Form (CF-1)

LDH - CF - 1
Revised: 2017-02

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

LAGOV:

LDH:

Agency Name...

Agency #

AND

FOR

Interagency Personal Services Professional Services Consulting Services Social Services

INCLUDE RFP NUMBER (if applicable):

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

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

12) Maximum Contract Amount

13) Amounts by Fiscal Year

14) Terms of Payment

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

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:

First Name <input type="text"/>	Last Name <input type="text"/>
Title <input type="text"/>	Phone Number <input type="text"/>

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

- Attachment:HIPAA Addendum
- Attachment:Standard Provisions
- Attachment:Special Provisions
- Attachment:Statement of Work
- Attachment:Fee Schedule
- Attachment:Budget
- Attachment:
- Exhibit:Board Resolution
- Exhibit:Disclosure of Ownership
- Exhibit:Multi Year Letter
- Exhibit:Late Letter
- Exhibit:Out of State Justification
- Exhibit:Certificate of Authority
- Exhibit:Resume
- Exhibit:License
- Exhibit:

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; 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, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. 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.

2. **Confidentiality:** 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. **Auditors:** 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 five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, 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 LDH 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 Louisiana Department of Health, 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 LDH Office**.

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment or as prescribed in 45 CFR 75.361, 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. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All 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 the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Non-assignability:** 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 State Procurement.
7. **Taxes:** 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.

8. **Insurance:** 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 Louisiana Department of Health, 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.
9. **Travel:** 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.
10. **Political Activities:** 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.
11. **State Employment:** 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.
12. **Ownership of Proprietary Data:** 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.
13. **Subcontracting:** 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.
14. **Conflict of Interest:** Contractor warrants that 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.
15. **Unauthorized Services:** 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.
16. **Fiscal Funding:** 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 \$2,000, the Division of Administration, Office of State Procurement.

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. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** 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 the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. 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.

19. **Non-Infringement:** 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 LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH 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. **Purchased Equipment:** 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 LDH 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. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, 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 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 LDH.

22. **Severability:** 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. **Entire Agreement:** 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.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S.39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24, and "Non-Procurement Debarment and Suspension" set forth at 2 CFR Part 2424.
30. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department 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 Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
31. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
32. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
33. **Order of Precedence Clause.** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. This Order of Precedence Clause applies only to Contracts that resulted from an RFP.

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

Louisiana Department of Health

SIGNATURE DATE

NAME

TITLE

SIGNATURE DATE

NAME

TITLE

Appendix D: HIPAA Business Associate Addendum

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health (“LDH”) 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 LDH, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH 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 LDH.
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 LDH, 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 LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

9. To the extent that Contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH 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 LDH 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 LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH 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 LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH 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 LDH 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 LDH and Contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH 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 LDH, whichever occurs first, Contractor shall return or destroy (at the option of LDH) 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.

Appendix E: Cost Worksheet

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in being deemed non-responsive. The cost proposal is for evaluation purposes only.

Instructions: Proposers shall provide a total contract cost for successful implementation of all areas of deliverables outlined in the RFP in Section 3. A Proposer’s cost proposal will be evaluated based on the fully-burdened, Evaluated Total cost to be provided on this worksheet for all required deliverables. Contract Payments will be based on actual project timelines and work completed.

Deliverable Description	Component									
	TPL	E&E	PM	Data Whse	SI	PI	Rel Mgmt	Care Mgmt	Fin Mgmt	Pharm
IV&V Project Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Staffing										
Requirements/Qualifications	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Planning Oversight	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Project Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Quality Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Training	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Requirements Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Operating Environment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Development Environment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Software Development	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
System And Acceptance Testing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Data Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Post-Implementation and Operations Oversight	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Cost per Component	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Contract Cost	\$ _____									

Appendix F: Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual