



Bureau of Health Services Financing

REQUEST FOR PROPOSALS

For

External Quality Review Organization (EQRO)

RFP #: 3000017943

Proposal Due Date/Time: December 17, 2021 by 4:00pm CT

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TABLE OF CONTENTS

| | |
|--|-------------------------------------|
| GLOSSARY AND ACRONYMS | 6 |
| Glossary | 6 |
| Acronyms..... | 133 |
| PART 1: GENERAL INFORMATION | 15 |
| 1.1 Purpose..... | 155 |
| 1.2 Background..... | 155 |
| 1.3 Goals and Objectives | 16 |
| 1.4 Term of Contract | 16 |
| 1.5 Qualifications to Propose | 177 |
| 1.6 Schedule of Events | 177 |
| 1.7 Proposer Inquiries | 188 |
| 1.8 Blackout Period | 199 |
| PART 2: PROPOSALS | 21 |
| 2.1 Proposal Submittal | 21 |
| 2.2 Confidential Information, Trade Secrets, and Proprietary Information.... | Error! Bookmark not defined. |
| 2.3 Proposal Rejection/RFP Cancellation | 22 |
| 2.4 Proposal Cost and Contract Preparation..... | 23 |
| 2.5 Acceptance of Proposal Content..... | 24 |
| 2.6 Number of Copies of Cost and Technical Proposals..... | 24 |
| 2.7 Legibility/Clarity..... | 25 |
| 2.8 Waiver of Administrative Informalities | 255 |
| 2.9 Errors and Omissions in Proposal..... | 25 |
| 2.10 Compliance with Louisiana Code of Ethics..... | 25 |
| 2.11 Change and Addenda | 265 |
| 2.12 Withdrawal of Proposal..... | 26 |
| 2.13 Ownership of Proposal | 26 |
| 2.14 Prohibition of Discriminatory Boycotts of Israel | 26 |
| 2.15 Proposal Response Format..... | 26 |
| PART 3: EVALUATION AND SELECTION | 35 |
| 3.1 Administrative and Mandatory Screening | 35 |
| 3.2 Evaluation Team..... | 35 |

| | | |
|--|--|-----------|
| 3.3 | Determination of Responsibility..... | 35 |
| 3.4 | Evaluation | 36 |
| 3.5 | Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation..... | 37 |
| 3.6 | Best and Final Offers (BAFO) | 38 |
| PART 4: CONTRACT AWARD AND EXECUTION..... | | 39 |
| 4.1 | General Information | 39 |
| 4.2 | Payment | 39 |
| 4.3 | Electronic Vendor Payment Solutions..... | 40 |
| 4.4 | Right to Prohibit Award..... | 40 |
| 4.5 | Notice of Intent to Award..... | 40 |
| 4.6 | Announcement of Award | 41 |
| 4.7 | Governing Law | 41 |
| 4.8 | Entire Contract | 41 |
| 4.9 | Order of Precedence | 42 |
| 4.10 | Claims or Controversies..... | 42 |
| 4.11 | Contract Modifications..... | 42 |
| 4.12 | Record Ownership | 42 |
| PART 5: CONTRACT CONDITIONS..... | | 43 |
| 5.1 | Code of Ethics..... | 43 |
| 5.2 | Termination | 43 |
| 5.3 | Civil Rights Compliance | 44 |
| 5.4 | Assignment..... | 44 |
| 5.5 | Insurance Requirements for Contractor | 444 |
| 5.6 | Duty to Defend | 49 |
| 5.7 | Liability and Indemnification | 50 |
| 5.8 | Taxes..... | 52 |
| 5.9 | Confidential Information, Trade Secrets, and Proprietary Information..... | 52 |
| 5.10 | Compliance with State and Federal Laws and Regulations..... | 52 |
| 5.11 | Cooperation with Other Entities and Programs..... | 53 |
| 5.12 | Audit Requirements | 53 |
| 5.13 | Notices..... | 53 |

| | | |
|------------------------------------|--|-----------|
| 5.14 | Reporting Changes | 54 |
| 5.15 | Contract Language Interpretation..... | 54 |
| 5.16 | Copyrights..... | 55 |
| 5.17 | Entity Requirements..... | 55 |
| 5.18 | Homeland Security Considerations | 55 |
| 5.19 | Incorporation of Schedules/Appendices | 55 |
| 5.20 | Independent Provider | 56 |
| 5.21 | Integration | 56 |
| 5.22 | Interpretation Dispute Resolution Procedure..... | 56 |
| 5.23 | Misuse of Symbols, Emblems, or Names in Reference to Medicaid | 56 |
| 5.24 | Non-Waiver of Breach | 57 |
| 5.25 | Offer of Gratuities | 57 |
| 5.26 | Political Activity | 57 |
| 5.27 | Record Retention..... | 57 |
| 5.28 | Safety Precautions..... | 58 |
| 5.29 | Time is of the Essence | 58 |
| 5.30 | Titles | 58 |
| 5.31 | Use of Data | 58 |
| 5.32 | Warranty of Removal of Conflict of Interest | 58 |
| 5.33 | LDH Standard Contract Form | 59 |
| 5.34 | Mutual Obligations and Responsibilities..... | 59 |
| 5.35 | Use of Subcontractors | 59 |
| 5.36 | Security..... | 60 |
| PART 6: SCOPE OF WORK | | 61 |
| 6.1 | Scope of Work | 61 |
| 6.2 | Deliverables and Performance Standards..... | 62 |
| 6.2.1 | Performance Evaluation and Improvement..... | 63 |
| 6.2.1.2 | HEDIS Performance Measure Calculation and Reporting | 64 |
| 6.2.1.3 | Technical Assistance for Health Plan Performance Measures (HEDIS, CAHPS, non- HEDIS and LDH-specific measures) | 64 |
| 6.2.2 | Consumer Surveys: Consumer Assessment of Healthcare Providers & Systems (CAHPS-A and CAHPS-C)..... | 67 |
| 6.2.3 | MCE Quality Rating System (QRS) | 70 |
| 6.2.4 | Provider Satisfaction Surveys | 71 |

| | | |
|---|---|---------------------------------------|
| 6.2.5 | Performance Improvement Project Validation | 72 |
| 6.2.6 | Network Adequacy and Availability Validation | 74 |
| 6.2.7 | Readiness Reviews | 76 |
| 6.2.8 | Compliance Reviews..... | 78 |
| 6.2.9 | External Quality Review Annual Technical Report | 79 |
| 6.2.10 | Medicaid Managed Care Quality Strategy Evaluation..... | 81 |
| 6.2.11 | Additional Technical Assistance (TA) and Optional Activities | 81 |
| 6.2.12 | Quality Companion Guide | 82 |
| 6.2.13 | Behavioral Health Member Satisfaction Survey..... | 83 |
| 6.2.14 | Health Disparities Studies (Focus Studies) | 84 |
| 6.2.15 | Assessment and Evaluation Activities for 1115 Demonstration Waivers | 85 |
| 6.2.16 | Case Management Performance Evaluation | 86 |
| 6.3 | Technical Requirements | 87 |
| 6.4 | Contract Management Approach..... | 90 |
| 6.5 | Additional Reporting Requirements | 90 |
| 6.6 | Additional Staffing Requirements | 92 |
| 6.7 | Transition Plan | 93 |
| PART 7: PERFORMANCE MONITORING, NON-COMPLIANCE, AND MONETARY PENALTIES/ LIQUIDATED DAMAGES | | 94 |
| 7.1 | Performance Monitoring..... | 94 |
| 7.2 | Non-Compliance | 94 |
| 7.3 | Monetary Penalties/Liquidated Damages..... | 94 |
| 7.4 | Fraud and Abuse..... | 95 |
| ATTACHMENT I: CERTIFICATION STATEMENT | | 96 |
| ATTACHMENT II: CF-1 | | 98 |
| ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION | | 105 |
| ATTACHMENT IV: PROPOSAL COMPLIANCE MATRIX..... | | 1066 |
| ATTACHMENT V: COST PROPOSAL TEMPLATE | | Error! Bookmark not defined. 8 |
| ATTACHMENT VI: REGIONAL MAP..... | | Error! Bookmark not defined. |

GLOSSARY AND ACRONYMS

Glossary

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| Abuse | Practices that are inconsistent with sound fiscal, business, or medical practices, and result in unnecessary cost to the Medicaid program, or in payment for services that are not medically necessary, or that fail to meet professionally recognized standards for health care. |
| Addendum | A modification issued by LDH to modify the original solicitation document. |
| 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. |
| Agent | An entity or individual that Contracts with LDH or the EQRO to perform administrative functions, including but not limited to, fiscal intermediary activities, outreach, eligibility, and enrollment activities, systems and technical support, etc. |
| Breach | The acquisition, access, use, or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security, or privacy of the protected health information. |
| Bureau of Health Services Financing (BHSF) | The Agency within the Louisiana Department of Health, Office of Management and Finance, that has been designated as Louisiana's single State Medicaid agency to administer the Medicaid and CHIP programs. |
| Business Day | Traditional workdays, including Monday, Tuesday, Wednesday, Thursday and Friday. State holidays are excluded and traditional work hours are 8:00 a.m. – 5:00 p.m., unless the context clearly indicates otherwise. |
| CAHPS | The Consumer Assessment of Healthcare Providers and Systems is a standardized survey of enrollees' experiences with ambulatory and facility-level care established by the Agency for Healthcare Research and Quality (AHRQ). |
| Calendar Day | Each of the seven (7) days of the week. Unless otherwise specified, the term "days" in the Contract refers to calendar days/day. |
| Can | Denotes a preference but not a 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 State Children's Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA). |
| CFR | Code of Federal Regulations. |
| CHIP | Children's Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP. |
| Claim | A claim is either: (1) A bill for services, (2) a line item of service, or (3) all services for one enrollee within a bill. |
| Contract | Written and signed agreement between LDH and the Contractor, which will include, by reference, the RFP, any and all addenda, appendices, |

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| | attachments, or amendments thereto, and the terms of the Contractor's Proposal. |
| Contract Execution | When all parties to the Contract have executed the Contract thereby putting its terms and conditions into effect. |
| Contract Term | The period during which the Contract is in effect. |
| Contractor | Any person having a contract with a governmental body; the selected Proposer. |
| Coordinated System of Care (CSoC) | <p>A program designed to help children and youth, from ages 5 through 20, who have significant emotional and/or behavioral health challenges and are in, or at risk of out-of-home placement. It offers services and supports that help these youth return to or remain at home while they are being helped.</p> <p>This name also refers to Louisiana's Contracting Prepaid Inpatient Health Plan (PIHP).</p> |
| Corrective Action Plan (CAP) | A plan developed by the Contractor that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency. The CAP outlines all steps/actions and timeframes necessary to address and resolve the deficiency. Use of the CAP will be at the discretion of LDH. |
| Covered Services | Those health care services to which an eligible Medicaid Beneficiary is entitled under the Louisiana Medicaid State Plan. |
| Deliverable | Anything submitted to LDH by the Contractor to fulfill requirements of the Contract, which include, but is not limited to the following, a document, manual, file, plan, or report. |
| Department | The Louisiana Department of Health also referred to as LDH throughout this RFP. The State Agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. |
| Disclosure | The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information. |
| Eligible | An individual determined eligible for assistance in accordance with the Medicaid State Plan(s) under Title XIX (Medicaid) or Title XXI (CHIP) of the Social Security Act. |
| Encounter Data | Healthcare encounter data include: (i) all data captured during the course of a single healthcare encounter that specify the diagnoses, co-morbidities, procedures (therapeutic, rehabilitative, maintenance, or palliative), pharmaceuticals, medical devices and equipment associated with the enrollee receiving services during the encounter; (ii) the identification of the enrollee receiving and the provider(s) delivering the healthcare services during the single encounter; and, (iii) a unique, i.e. unduplicated, identifier for the single encounter. |
| Enrollment Broker | The State's contracted or designated agent that performs functions related to choice counseling, enrollment and disenrollment of potential enrollees and enrollees into an MCO. |
| Evidence-Based Practice | Clinical interventions that have demonstrated positive outcomes based on evidence produced from several research studies designed to assist consumers in achieving their desired goals of health and wellness. |

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| External Quality Review (EQR) | The analysis and evaluation by a Contractor, of aggregated information on quality, timeliness, and access to the health care services that an MCO or PIHP, or their providers furnish to Medicaid beneficiaries. |
| External Quality Review Organization (EQRO) | An organization that meets the competence and independence requirements set forth in 42 CFR § 438.354, and performs external quality review and other EQR-related activities as set forth in 42 CFR § 438.358, or both. |
| Fiscal Intermediary (FI) | Designee or agent responsible in the current FI delivery model for an array of support services including MMIS development and support, claims processing, pharmacy support services, provider support services, financial and accounting systems, prior authorization and utilization management, fraud and abuse systems, and decision support. |
| Fiscal Year (FY): | The budget year - Federal Fiscal Year: October 1 through September 30; State fiscal year: July 1 through June 30. |
| Fraud | As relates to Medicaid Program Integrity, fraud is an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him or some other person. It includes any act that constitutes fraud under applicable federal or State law. Fraud may include deliberate misrepresentation of need or eligibility; providing false information concerning costs or conditions to obtain payment or certification; or claiming payment for services which were never delivered or received. |
| Full Time | Forty (40) hours per week. |
| Quality Measure Steward | The measure steward is responsible for making necessary updates to the measure, and for informing the validating entity about any changes made to the measure on an annual basis. In addition, the measure steward is responsible for providing the required measure information during the measure maintenance process. |
| Health Information | Any information, including genetic information, whether oral or recorded in any form or medium, that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care. |
| Health Plan | An individual or group plan that provides, or pays the cost of, medical care. |
| HIPAA Privacy Rule | Health Insurance Portability and Accountability Act (HIPAA) federal standards for the privacy of individually identifiable health information, found at 45 CFR Part 164, Subpart E. |
| HIPAA Security Rule | Health Insurance Portability and Accountability Act (HIPAA) federal standards for the security of individually identifiable health information, found at 45 CFR Part 164, Subpart C. |
| Immediately | Without delay, but not more than twenty-four (24) hours. |
| Information Systems (IS) | A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e. structured data |

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| | (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction. |
| Liquidated Damages | Damages that may be assessed whenever the Contractor or its Subcontractors fail to achieve certain performance standards and other required items as detailed in the terms and conditions of the Contract. |
| Louisiana Children's Health Insurance Program (LaCHIP) | Louisiana's name for the Children's Health Insurance Plan created by Title XXI of the Social Security Act in 1997. Provides health care coverage for uninsured children up to age 19 through a Medicaid expansion program for children at or below 200% FPL and a separate State CHIP program for the unborn prenatal option and for children with income from 200% up to and including 250% FPL. |
| Louisiana Department of Health (LDH) | The State Agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens in the State of Louisiana. |
| Louisiana Medicaid State Plan | The binding written agreement between Louisiana's Department of Health and CMS that describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation. |
| Managed Care Entity (MCE) | Denotes either a managed care organization, prepaid inpatient health plan, prepaid ambulatory health plan, or primary care case management that has, or is seeking to qualify for, a comprehensive risk Contract that meets the requirements of 42 CFR § 438.2. |
| Managed Care Organization (MCO) | An entity that has, or is seeking to qualify for, a comprehensive risk Contract that meets the requirements of 42 CFR §438.2. |
| Managed Care Program | Louisiana Medicaid program providing Medicaid covered services to enrollees through select MCOs with the goal of effectively utilizing resources to promote the health and well-being of Louisianans in LDH's Medicaid Managed Care Program. |
| May / Can | The terms "may" and "can" denote an advisory or permissible action(s). |
| Measurable | Applies to a Contractor objective and means the ability to determine definitively whether or not the objective has been met, or whether progress has been made toward a positive outcome. |
| Measurement Year | The timeframe during which health care services are provided. For example, for most HEDIS® measures, the previous calendar year is the standard measurement year. The health care quality measure steward defines the measurement year (or period) in the technical specifications for each measure. |
| Medicaid | A means tested federal-state entitlement program enacted in 1965 by Title XIX of the Social Security Act Amendment. Medicaid offers federal matching funds to states for costs incurred in paying healthcare providers for serving covered individuals. |
| Medicaid Beneficiary | An individual who has been determined eligible, pursuant to federal and State law, to receive medical care, goods, or services for which LDH may make payments under the Medicaid or LaCHIP programs. |

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| Medicaid Managed Care Plan | Denotes either a managed care organization, prepaid inpatient health plan, prepaid ambulatory health plan, or primary care case management as defined in this Glossary. |
| Medicaid Recipient | An individual who has been determined eligible, pursuant to federal and State law, to receive medical care, goods or services for which LDH may make payments under the Medicaid or CHIP Program, who may or may not be currently enrolled in the Medicaid or CHIP Program, and on whose behalf payment is made. |
| Medical Record | A single complete record kept at the site of the enrollee's treatment(s), which documents medical or allied goods and services, including, but not limited to, outpatient and emergency medical health care services whether provided by the MCO, its Subcontractor, or any out-of-network providers. The records may be electronic, paper, magnetic material, film or other media. In order to qualify as a basis for reimbursement, the records must be dated, legible, and signed or otherwise attested to, as appropriate to the media, and meet the requirements of 42 CFR § 456.111 and § 456.211. |
| Member | A Medicaid enrollee. |
| Monetary Penalty | Financial assessment that may be enforced whenever a Contractor and/or its Subcontractors fail to meet the requirements of this Contract. |
| Must | The term “must” denotes a requirement(s). |
| Network | As utilized in the RFP, “network” may be defined as a group of participating providers linked through provider agreements or Contracts with the MCEs to supply a range of medical services. Also called a provider network. |
| Network Adequacy | A network of providers for the managed care entities that is sufficient in numbers and types of providers and facilities to ensure that all services are accessible to enrollees without unreasonable delay. Adequacy is determined by a number of factors, including but not limited to, provider patient ratios; geographic accessibility and travel distance; waiting times (defined as time spent both in the lobby and in the examination room prior to being seen by a provider) for appointments and hours of provider operations. |
| Original Signature | Denotes that a document must be signed in ink. |
| Performance Improvement Projects (PIP) | Projects designed to achieve, through ongoing measurements and interventions, significant improvement, sustained over time, in clinical care, and nonclinical care areas that have a favorable effect on health outcomes and enrollee satisfaction. |
| Performance Measures | Criteria that quantify healthcare processes, outcomes, patient perceptions, and organizational structure and/or systems that are associated with the ability to provide high-quality health care and/or that relate to one or more quality goals for health care. |
| Plan | An individual or group that provides, or pays the cost of, medical care. |
| Policies | The general principles, which guide decisions and outcomes; high-level overall plans embracing general goals and acceptable procedure. As used |

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| | herein in reference to LDH, policies are the general principles by which LDH is guided in its management of the Title XIX program. |
| Prepaid Ambulatory Health Plan (PAHP) | An entity Contracting with the State that meets the requirements contained in 42 CFR § 438.2. |
| Prepaid Inpatient Health Plan (PIHP) | An entity Contracting with the State that meets the requirements contained in 42 CFR § 438.2. |
| Proposer | A firm or individual who responds to this RFP. |
| Protected Health Information (PHI) | Individually identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). |
| Provider | Any Medicaid service provider contracted with a Health Plan and/or enrolled in the Medicaid Program. |
| Provider Directory | A listing of health care service providers within the Contractor's provider network that is prepared by the MCO as a reference tool to assist enrollees in locating providers that are available to provide services. |
| Quality | The degree to which an MCO or PIHP increases the likelihood of desired health outcomes of its enrollees through its structural and operational characteristics and through the provision of health services that are consistent with current professional knowledge. |
| Quality Companion Guide | Written instructional document for performance improvement projects, performance measure specifications and validation processes. |
| Quality Strategy | Establishes a planned, systematic, organization wide approach to ongoing Quality Improvement processes to continually improve and monitor Medicaid/Children's Health Insurance Program (CHIP) care and services. |
| Readiness Review | Assessment prior to implementation of the MCE's ability to fulfill the RFP requirements. Such review may include, but is not be limited to, the review of proper licensure, operational protocols, review of MCE standards, and review of systems. The review may be done as a desk review, on-site review, or combination of both and may include interviews with pertinent personnel so that LDH can make an informed assessment of the MCE's ability and readiness to render services. |
| Redacted Proposal | The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes. |
| Relationship | Relationship is described as follows for the purposes of any business affiliations discussed in Section 5: A director, officer, or partner of the Contractor; a person with beneficial ownership of five percent or more of the Contractor's equity; or a person with an employment, consulting, or other arrangement (e.g., providers) with the Contractor's obligations under its Contract with the State. |
| Reliability | The internal consistency of a study instrument, and the reproducibility of study results when the survey or intervention is administered under different conditions (e.g., by different people, or at different times). |
| Representative | Any person who has been delegated the authority to obligate or act on behalf of another. Also known as the authorized representative or AR. |

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| Request for Proposals (RFP) | As it relates to the EQRO, the process by which LDH invites proposals from interested parties for the procurement of specified services. |
| Sample | A subset selected from a population. |
| Secure File Transfer Protocol (SFTP) | Software protocol for transferring data files from one computer to another with added encryption. |
| Shall / Will | The terms “shall” and “will” denote mandatory requirements. |
| Should | The term “should” denotes a desirable action. |
| Significant | As utilized in this RFP, except where specifically defined, shall mean important in effect or meaning. |
| Social Security Act | The current version of the Social Security Act of 1935 (42 U.S.C. §301 et seq.), which encompasses the Medicaid Program (Title XIX) and CHIP Program (Title XXI). |
| Solvency | The minimum standard of financial health for a Contractor where assets exceed liabilities and timely payment requirements can be met. |
| Standard | A reference point, generally the ideal, against which other things can be evaluated; the model of authority or excellence. |
| State | The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers. |
| State Plan | Refers to the Louisiana Medicaid State Plan. |
| Stratification | The process of partitioning data into distinct or non-overlapping groups. |
| Subcontractor | A person, agency, or organization with which the Contractor has subcontracted or delegated some of its management functions or other Contractual responsibilities to comply with the terms and provisions of the Contract. |
| Subsidiary | An affiliate controlled by such person or entity directly or indirectly through one or more intermediaries. |
| Timely | Existing or taking place within the designated period; within the time required by statute or rules and regulations, Contract terms, or policy requirements. |
| Title XIX | Title of the Social Security Act of 1935, as amended, that encompasses and governs the Medicaid Program. |
| Title XXI | Title of the Social Security Act of 1935, as amended, that encompasses and governs the Children’s Health Insurance Program (CHIP). |
| Transition Phase | Includes all activities the EQRO is required to perform between the date the Contract is signed by all parties and the operational start date as defined in this RFP. |
| Transition Plan | Written plan developed by the Contractor, approved by LDH, to be employed during the Transition Phase, which includes all activities the Contractor is required to perform in conjunction with the end of the Contract. |
| Using Agency | The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755. |

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| Utilization | The rate patterns of service usage or types of service occurring within a specified period. |
| Validation | The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias, and in accord with standards for data collection and analysis. |
| Variable | A characteristic or condition that changes or has different values for different individuals. |
| Week | The seven-day week, Monday through Sunday. |
| Will | Denotes a requirement. |

Acronyms

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| BAFO | Best and Final Offers |
| BHSF | Bureau of Health Services Financing |
| CFR | Code of Federal Regulations |
| CAHPS | Consumer Assessment of Healthcare Providers and Systems |
| CAHPS-A | Consumer Assessment of Healthcare Providers and Systems-Health Plan Survey 5.0H, Adult |
| CAHPS-C | Consumer Assessment of Healthcare Providers and Systems-Health Plan Survey 5.0H, Child |
| CAP | Corrective Action Plan |
| CAQH | Council for Affordable Quality Healthcare |
| CCC | Children with Chronic Conditions |
| CFR | Code of Federal Regulations |
| CHIP | Children's Health Insurance Program |
| CHIPRA | Children's Health Insurance Program Reauthorization Act of 2009 |
| CMS | Centers for Medicare and Medicaid Services |
| CSoC | Coordinated System of Care |
| CY | Calendar Year |
| DOA | Division of Administration |
| EFT | Electronic Funds Transfer |
| EQR | External Quality Review |
| EQRO | External Quality Review Organization |
| FPL | Federal Poverty Level |
| FTP | File Transfer Protocol |
| HEDIS | Healthcare Effectiveness Data and Information Set |
| HHS | United States Department of Health and Human Services |
| HIPAA | Health Insurance Portability and Accountability Act |
| HITECH | Health Information Technology for Economic and Clinical Health |
| IDSS | Interactive Data Submission System |
| IS | Information Systems |
| JLCB | Joint Legislative Committee on the Budget |
| LaCHIP | Louisiana Children's Health Insurance Program |
| LDH | Louisiana Department of Health |
| LDR | Louisiana Department of Revenue |
| MARS-E | Minimum Acceptable Risk Standards for Exchanges |
| MCE | Managed Care Entity |
| MCO | Managed Care Organization |

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| MMIS | Medicaid Managed Information System |
| NCQA | National Committee for Quality Assurance |
| NON-CCC | Children with non-chronic conditions |
| NR | Not Reported |
| OAAS | Office of Aging and Adult Services |
| OBH | Office of Behavioral Health |
| OCDD | Office for Citizens with Developmental Disabilities |
| OMF | Office of Management and Finance |
| OPH | Office of Public Health |
| OS | Office of the Secretary |
| OSP | Office of State Procurement |
| OTS | Office of Technology Services |
| PAHP | Prepaid Ambulatory Health Plan |
| PDSA | Plan Do Study Act |
| PHI | Protected Health Information |
| PIHP | Prepaid Inpatient Health Plan |
| PII | Personally Identifiable Information |
| PIP | Performance Improvement Project |
| PM | Performance Measure |
| QRS | Quality Rating System |
| RFP | Request for Proposals |
| SFTP | Secure File Transfer Protocol |
| SFY | State Fiscal Year |
| TA | Technical Assistance |
| USC | United States Code |
| VPN | Virtual Private Network |

REQUEST FOR PROPOSAL FOR External Quality Review Organization

PART 1: GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from highly qualified and experienced External Quality Review Organizations (EQRO), that will provide independent external quality review (EQR) services that consist of mandatory and optional activities as outlined in the Code of Federal Regulations (CFR) Title 42 CFR § 438 Subpart E. The successful Proposer will provide analysis and evaluation of aggregated data and information on quality, accessibility, and timeliness of services as provided by contracted Medicaid Managed Care Organizations (MCOs), two Dental Prepaid Ambulatory Health Plans (PAHP), and a Behavioral Health Prepaid Inpatient Health Plan (PIHP) for eligible Medicaid enrollees.

The results of EQR activities, analyses, and evaluations are used to ensure that the Louisiana Department of Health (LDH) is compliant with federal requirements, to arrange for an external, independent evaluation of contracted health plans, and to adhere to reporting requirements as specified in 42 CFR § 438 Subpart E. This includes utilization and quality review functions in support of the Title XIX (Medicaid) and Title XXI (Children's Health Insurance Program, CHIP) medical assistance programs. Currently, LDH has five (5) MCOs, two (2) PAHPs and one (1) PIHP, which serve the Medicaid and CHIP populations (hereinafter collectively referred to as Managed Care Entities (MCE)). The successful Proposer will provide LDH and its contracted MCEs with technical assistance, national expertise, evidence-based methodologies and other support to improve the overall performance of the Louisiana Medicaid managed care delivery system.

1.2 Background

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

LDH is comprised of program offices, including the Bureau of Health Services Financing (BHSF), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

BHSF is the agency within LDH responsible for the administration of the medical assistance program under Title XIX of the Social Security Act known as the Medicaid Program. The United States Department of Health and Human Services allocates funds under Title XIX and Title XXI to LDH for the provision of medical services for eligible persons in accordance with the Louisiana State Plan for Medical Assistance, herein referred to as the State Plan.

Louisiana Medicaid serves nearly 1.7 million Louisianans, approximately 35 percent of the State's population. The State's contracted MCOs deliver healthcare services to more than 90 percent of the nearly 1.7 million members.

1.3 Goals and Objectives

By Contracting with an EQRO, LDH seeks to achieve the following goals and objectives:

- 1.3.1 Ensure LDH compliance with federal EQR requirements;
- 1.3.2 Ensure managed care entity (MCE) compliance with Louisiana Medicaid policies, programmatic requirements, and systems;
- 1.3.3 Achieve measureable improvements in the health of the MCEs' enrollees;
- 1.3.4 Ensure quality of data collected from MCEs;
- 1.3.5 Ensure the MCEs' enrollees have access to an adequate network of qualified providers;
- 1.3.6 Narrow the gap between evidence-based recommendations and standards of care and actual practice;
- 1.3.7 Facilitate collaboration among MCEs and their common provider networks on shared, focused quality improvement goals; and
- 1.3.8 Improve the satisfaction of providers and enrollees participating in Medicaid managed care.

1.4 Term of Contract

The term of any Contract resulting from this RFP shall begin on or about **September 1, 2022** and is anticipated to end on or about **August 31, 2025 (hereinafter, the "Term")**. With all proper approvals LDH may also exercise the option to extend the Term of the Agreement for two (2) twelve month periods, (each twelve (12) month period an "Extension Term") at the same rates, terms and conditions of the initial Contract. Each Extension Term shall be triggered by written notice to Contractor not later than sixty (60) days prior to expiration of the Term or Extension Term, as the case may be. Any such Extension Term shall be subject to approval by the Joint Legislative Committee on the Budget (JLCB) or other approval as authorized by law shall be obtained. Each Extension Term shall be submitted to Contractor in the form of a formal written Contract amendment to be executed by both Parties. Notwithstanding anything to the contrary, the total Contract Term, inclusive of applicable Extension Terms shall not exceed five (5) years. Such continuation of the Contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

1.5 Qualifications to Propose

1.5.1 Mandatory Qualifications:

1.5.1.1 In order to be considered for the award, the Proposer must meet and demonstrate the following mandatory requirements prior to the deadline of receipt of proposals:

1.5.1.1.1 Have a minimum of three (3) years of experience serving as a Contractor or Subcontractor for a Medicaid managed care program prior to the deadline for receipt of proposals; and

1.5.1.1.2 The Proposer and all Subcontractors must meet all requirements of 42 CFR §438.354 as required by CMS.

1.5.1.1.2.1 The Proposer must include an attestation of compliance with all requirements in accordance with 42 CFR §438.354.

1.5.2 Desirable Qualifications:

1.5.2.1 The Proposer should demonstrate experience performing EQR functions for different types of managed care entities including MCOs, PIHPs and PAHPs.

1.6 Schedule of Events

| Event | Date |
|---|---|
| RFP advertised in newspaper and posted to LaPAC | Thursday, October 28, 2021 |
| Deadline for receipt of written inquiries | Wednesday, November 10, 2021 |
| Deadline to answer written inquiries | Wednesday, December 1, 2021 |
| Deadline for receipt of proposals | Friday, December 17, 2021 by 4:00 pm CT |
| ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED. | |
| Notice of intent to award announcement, and 14-day protest period begins, on or about | Thursday, February 17, 2022 |
| Contract execution, on or about | September 1, 2022 |

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposer Inquiries

Written questions regarding this RFP must be emailed to the RFP Coordinator listed below. All communications relating to this RFP must be directed to the RFP Coordinator. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

Deonne Bailey
Louisiana Department of Health
Bureau of Health Services Financing
628 N 4th Street, 7th Floor
Baton Rouge, LA 70802
Deonne.Bailey@la.gov

LDH will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above email address by the date specified in the Schedule of Events. LDH shall reserve the right to modify the RFP should a change be identified that is in the best interest of LDH.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at the following links:

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

May also be posted at:

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

The Proposer shall 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 |
|----------------|--------------------|----------------|-----------------|------------------------------------|----------|
|----------------|--------------------|----------------|-----------------|------------------------------------|----------|

A Proposer's action taken as a result of verbal discussion shall not be binding on LDH. Only written communication and clarification from the RFP Coordinator shall be considered binding.

Only the RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individual shall not be considered binding to LDH.

LaPAC is the State's online electronic bid posting and notification system on the Office of State Procurement website at: <https://www.doa.la.gov/doa/osp/>.

The LaPAC system provides an immediate email notification to subscribing Proposers when a solicitation, and any subsequent addenda, has been let and posted. Notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, Bidders/Proposers must register in the LaGov portal. Registration can be found at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under Proposer center at:
<https://www.doa.la.gov/doa/osp/vendor-resources/>.

1.7.1 This RFP is available in PDF format at the following web link:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>
<https://ldh.la.gov/index.cfm/newsroom/detail/6369>

1.7.2 Electronic copies of material relevant to this RFP will be posted at the following web address: <https://ldh.la.gov/index.cfm/newsroom/detail/6369>

1.8 Blackout Period

The blackout period is a specified period during a competitive sealed procurement process in which any Proposer 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 RFPs will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their agents or representatives during the blackout period must be in accordance with this RFP's defined method of communication with the designated contact person. The blackout period will begin upon posting of the RFP. The blackout period will end when the Contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, LDH and the incumbent Contractor may contact each other with respect to the existing Contract only. Under no circumstances may LDH and the incumbent Contractor and/or its agents or representative(s) discuss the blacked-out procurement.

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.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period SHALL NOT apply to:

1.8.1 A protest to a solicitation submitted pursuant to La. R.S. 39:1671;

1.8.2 Duly noticed site visits and/or conferences for bidders or Proposers;

- 1.8.3** Oral presentations during the evaluation process; or
- 1.8.4** 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.

PART 2: PROPOSALS

2.1 Proposal Submittal

- 2.1.1** The Bureau of Health Services Financing is inviting qualified Proposers to submit proposals to provide EQR services in accordance with the specifications and conditions set forth herein.

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified. Proposers shall submit an electronic proposal, in accordance with Section 2.1.2, OR a hard copy (printed) proposal, in accordance with Section 2.1.3. Proposers are solely responsible for ensuring their proposal is submitted to the State by the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable.

2.1.2 Electronic Proposal Submission

The proposal must be uploaded to <https://stateofla.app.box.com/f/781d0f35712749dc86c3ee756842ee48> before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of electronic proposal delivery. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: <https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf>.

2.1.3 Hard Copy Proposal Submission

The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

For courier delivery, the street address is:

Deonne Bailey
Louisiana Department of Health
Bureau of Health Services Financing
628 N 4th Street, 7th Floor
Baton Rouge, LA 70802
Deonne.Bailey@la.gov
225-342-5042

For USPS delivery, the address is:

Deonne Bailey
Louisiana Department of Health
PO Box 91030, Bin 24
Baton Rouge, LA 70821
Bureau of Health Services Financing
Deonne.Bailey@la.gov
225-342-5042

- 2.1.4** The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. **NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS: Monday through Friday 8:00 am to 4:30pm CT; all proposals are due by the deadline listed in the Schedule of Events Section 1.6.**
- 2.1.5** All communications relating to this RFP must be directed to the LDH RFP Coordinator named above, or her successor. All communications between Proposers and other LDH staff concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

2.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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 submitted 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.

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 his proposal sought to be restricted in accordance with the conditions of the legend:

“DOCUMENT CONTAINS CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET INFORMATION”

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

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

Proposers must be prepared to detail why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, LDH 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 LDH and hold LDH harmless against all actions or court proceedings that may ensue (including attorney fees), which seek to order LDH to disclose the information. If the owner of the asserted data refuses to indemnify and hold LDH harmless, LDH may disclose the information.

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 LDH in its evaluation of the proposal. LDH 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.

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.

If the Proposer's proposal contains information, Proposers should submit a redacted copy along with the proposal. If the Proposer does not submit a redacted copy, it will be assumed that any claim to keep information confidential is waived.

2.3 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by LDH to award a Contract. LDH shall reserve the right to:

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

2.4 Proposal Cost and Contract Preparation

LDH shall not be liable for any costs incurred by Proposers 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 LDH. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by LDH.

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.

2.5 Acceptance of Proposal Content

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 from further consideration.

2.6 Number of Copies of Cost and Technical Proposals

For **electronic proposal submission**, the State requests that one copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

For **hard copy (printed) proposal submission**, the State requests that three (3) full proposals, comprised of one (1) original, and two (2) complete copies of the original proposal are submitted to the RFP Coordinator at the address specified. The original hard copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

The State requests the following for **electronic proposal submissions**:

- **Technical Proposal:** Proposer shall submit one (1) original electronic copy of the technical proposal (clearly marked "Technical Proposal") in PDF Format. The file shall be named: RFP # _____ Technical Proposal - [Proposer Name].
- **Cost Proposal:** Proposer shall submit one (1) original electronic copy of the cost proposal (clearly marked "Cost Proposal"). Attachment V "Cost Proposal Template" must be submitted in Excel format. All other documents must be submitted in PDF format. The file shall be named: RFP # _____ Cost Proposal - [Proposer Name].
- **Redacted Technical Proposal:** One (1) redacted technical proposal, if applicable, in PDF format. The file shall be named: RFP# _____ Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- **Technical Proposal:** Proposer shall submit one (1) original hard copy (clearly marked “Original”) and two (2) additional copies of the technical proposal. All should be clearly marked “Technical Proposal.”
- **Cost Proposal:** Proposer shall submit one (1) original (clearly marked “Original”) and two (2) additional copies of the cost proposal. All should be clearly marked “Cost Proposal”.
- **Redacted Technical Proposal:** One (1) redacted proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

All electronic copies must be searchable. No facsimile or emailed proposals will be accepted. The cost proposal and financial statement (section 3.3) shall be submitted separately from the technical proposal.

2.7 Legibility/Clarity

Responses to the requirements of this RFP should be answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements and clearly describe how deliverables will be achieved. It is desired that all Proposals be prepared in a simple and economical format, which provides a straightforward and concise description of the Proposer’s ability and method to meet the requirements of the RFP. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

2.8 Waiver of Administrative Informalities

LDH reserves the right, at its sole discretion, to waive minor administrative informalities when evaluating any proposal.

2.9 Errors and Omissions in Proposal

LDH reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

2.10 Compliance with Louisiana Code of Ethics

The Contractor 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 the 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 the Contract.

Proposers shall be responsible for ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their entity is awarded the Contract. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP must be immediately reported to LDH by the Proposer.

2.11 Changes, Addenda, Withdrawals

LDH reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

May also be posted at:

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

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

2.12 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due.

To withdraw an **electronically submitted proposal**, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/781d0f35712749dc86c3ee756842ee48>.

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

2.13 Ownership of Proposal

All proposals submitted in response to this RFP shall become the property of LDH. LDH retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this RFP. Selection or rejection of a proposal shall not affect this right. Once a Contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

2.14 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.

2.15 Proposal Response Format

- 2.15.1** Proposals should include information that will assist LDH in determining the level of quality and timeliness that may be expected. LDH shall determine, at its sole discretion, whether or not the RFP requirements have been reasonably met. The proposal should describe the background and capabilities of the Proposer and any and all Subcontractors, and give details on how the services will be provided. Work samples may be included as part of the proposal.
- 2.15.2** Proposals should not exceed seventy-five (75) pages in length, exclusive of all attachments and appendices.
- 2.15.3** 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 meet or exceed the requirements of the RFP.
- 2.15.4** Proposals submitted for consideration should follow the format and order of presentation listed below:

- ☐ Cover Letter
- ☐ Table of Contents
- ☐ Entity's Background and Experience
- ☐ Staffing Requirements
- ☐ Approach to Scope of Work
- ☐ Technical Requirements
- ☐ Required Attachments

2.15.4.1 Cover Letter

- 2.15.4.1.1** The cover letter should be on the Proposer's letterhead and include the following information:

- 2.15.4.1.1.1** Location of administrative office with full time personnel;
- 2.15.4.1.1.2** Name and address of corporate principal officer registered with the Secretary of State;
- 2.15.4.1.1.3** Name and address for purposes of issuing checks and/or drafts;
- 2.15.4.1.1.4** A statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
- 2.15.4.1.1.5** If out-of-State Proposer, name and address of local representative; if none, so state;

- 2.15.4.1.1.6** If any of the planned personnel is a current Louisiana State employee, or was employed within the past two (2) years, provide a listing to include the employee name, State agency, and last date of employment;
- 2.15.4.1.1.7** Proposer's State and federal tax identification numbers, LaGov vendor number, and Louisiana Department of Revenue number, if available;
- 2.15.4.1.1.8** A summary of whether Proposer meets mandatory and preferred qualifications to propose;
- 2.15.4.1.2** The cover letter should include the stipulation that the proposal is valid for a period of at least ninety (90) calendar days from the date of receipt.
- 2.15.4.1.3** The cover letter should include a positive statement of compliance with the Contract terms defined herein. If the Proposer cannot comply with any of the Contract terms, an explanation of any and all exceptions should be supplied. The Proposer should indicate the specific section and language in the RFP and submit exceptions or exact Contract modifications that it may seek.

2.15.4.2 Table of Contents

- 2.15.4.2.1** The proposal should be organized in the order specified herein.

2.15.4.3 Entity's Background and Experience

- 2.15.4.3.1** The Proposer should give a brief description of itself, including history, corporate structure, and the number of years in business.
- 2.15.4.3.2** The Proposer should give an item-by-item response to mandatory and preferred qualifications.
- 2.15.4.3.3** The Proposer must briefly describe any regulatory action, sanctions, and/or fines imposed by any federal or Louisiana regulatory entity or a regulatory entity in another state within the last three (3) years, including a description of any letters of deficiencies, corrective actions, findings of noncompliance, and/or sanctions. The Proposer must indicate which of these actions or fines, if any, were related to Medicaid or CHIP programs. LDH may, at its option, contact these clients or regulatory agencies and any other individual or organization whether or not identified by the Proposer. The Proposer must identify the representative who can attest to the regulatory action. Contact information must be provided and include the contact name, email address, and telephone number for the representative.

- 2.15.4.3.4** Provide a detailed statement of the Proposer's involvement in litigation related to the delivery of Medicaid benefits as an EQRO, or as otherwise related, in the last ten (10) years.
- 2.15.4.3.5** A detailed statement of any occasion(s) where the Proposer had a Contract terminated or not renewed for non-performance or poor performance must be provided. The Proposer must provide the principal terminating party's name and contact information.
- 2.15.4.3.6** The Proposer must provide a detailed discussion of the Proposer's prior experience in the implementation of and working on Medicaid EQRO Contracts similar in size, scope, and function to the proposed Contract.
- 2.15.4.3.7** As it relates to all Contracts to provide Medicaid EQRO services during the past five (5) years, the Proposer must identify the representative(s) who can attest to the performance of Proposer. Contact information must be provided and include the contact name, email address, and telephone number for the representative. LDH reserves the right to contact any or all of these representatives.
- 2.15.4.3.8** The Proposer should clearly describe their ability to meet and to exceed the qualifications to propose described herein.
- 2.15.4.3.9** If the entity submitting the proposal is a subsidiary of another company, the Proposer must 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.
- 2.15.4.3.10** The Proposer should include a description of how their organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should include an organizational chart displaying all administrative and operational components and the proposed positions assigned to each for this program. The organizational chart should show lines of responsibility and authority.
- 2.15.4.3.11** The Proposer should include a copy of their National Committee for Quality Assurance (NCQA) Recognition Certificate which provides the name of the certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor employee, or Subcontractor, and the effective date and expiration date of the certification.
- 2.15.4.3.12** The Proposer should include a copy of their NCQA Recognition Certificate which provides the name of the designated NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Vendor employee, or Subcontractor, and the effective date and expiration date of the certification.

2.15.4.4 Staffing Requirements

2.15.4.4.1 General Provisions and Key Personnel Positions

- 2.15.4.4.1.1** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to delivering all deliverables. Résumés of all proposed Key Personnel must be included.
- 2.15.4.4.1.2** This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Previous experience in Medicaid projects of similar scope and size should be clearly indicated. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.
- 2.15.4.4.1.3** The Proposer should demonstrate how it will employ sufficient staffing to achieve Contractual compliance. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

2.15.4.5 Approach to Scope of Work

- 2.15.4.5.1** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the Scope of Work as described herein. Proposers should respond to all requested areas.
- 2.15.4.5.2** The Proposer should detail how it will timely and accurately develop and implement all Contractual obligations in accordance with federal and State laws, regulations, policies, and procedures. The Proposer should include a detailed implementation schedule.
- 2.15.4.5.3** The Proposer should detail its strategic overview, functional approach, and the manner in which it will perform all deliverables as outlined in the Scope of Work. Additionally, proposals submitted must reflect the Contractor's understanding of, and commitment to, perform this Scope of Work fully.
- 2.15.4.5.4** If the Proposer intends to subcontract for any deliverables as outlined in the Scope of Work, the Proposer must comply with the provisions of Section 5.36, Use of Subcontractors.

2.15.4.5.5 The Proposer may submit sample materials, reports, and system screen prints.

2.15.4.5.6 The Proposer must include a copy of their NCQA Recognition Certificate which provides the name of the certified Contractor/Subcontractor/individual, effective date and expiration date of the certification.

2.15.4.5.7 The Proposer should include their proposed Contract Management Work Plan as described in Section 6.4.

2.15.4.5.8 The Proposer should detail how it will comply with the Additional Reporting Requirements as described in Section 6.5.

2.15.4.5.8 Innovative Concepts

2.15.4.5.8.1 Proposer should include in their proposal innovative methods for providing the services as outlined in this RFP.

2.15.4.5.8.2 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.

2.15.4.6 Technical Requirements

2.15.4.6.1 The Proposer should demonstrate information technology systems that are capable of receiving, storing, transferring, protecting, organizing, managing, manipulating, and analyzing large data sets.

2.15.4.6.2 The Proposer should demonstrate how the Proposer will support the administrative, technical, and physical safeguards required by Health Insurance Portability and Accessibility Act (HIPAA).

2.15.4.7 Required Attachments

2.15.4.7.1 Certification Statement:

The Proposer must sign and submit an original Certification Statement (Attachment I). If the Proposer is submitting an **electronic proposal**, then the Proposer must sign electronically or submit a scanned signature on **Attachment I**, Certification Statement.

2.15.4.7.2 Vendor Registration

The Proposer should be registered as a Proposer 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://www.doa.la.gov/doa/osp/vendor-resources/#VendorRegistration>

- 2.15.4.7.3** Proposer should complete and submit an **Electronic Vendor Payment Solution** (Attachment III).
- 2.15.4.7.4** The Proposer must include a **Proposal Compliance Matrix** (Attachment IV). An electronic version of the matrix is available in the following procurement website(s) at:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
<https://ldh.la.gov/index.cfm/newsroom/detail/6369>
- 2.15.4.7.5** Proposers shall submit the **Cost Proposal Template** form (Attachment V) to demonstrate how cost was determined (See Section 2.15.5). An electronic version of the cost proposal template is available in the following procurement website(s) at:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
<https://ldh.la.gov/index.cfm/newsroom/detail/6369>

2.15.5 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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:
<https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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://www.cfprd.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.

2.15.6 Cost Proposal

- 2.15.6.1** The Proposer shall provide the total cost, including, but not limited to, travel and project expenses, for providing all services described in this RFP. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a Subcontractor (if applicable).
- 2.15.6.2** In developing their proposals, all Proposers must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.
- 2.15.6.3** Deliverables will be compensated at a fixed rate or at an hourly rate as outlined in Part 6, Scope of Work. The negotiated fixed price for deliverables and hourly rates will be inclusive of travel and any other costs associated with the services provided.
- 2.15.6.4** Proposers shall submit the breakdown, in the format of the cost proposal template form (Attachment V), for each year of the Contract to demonstrate how cost was determined. Proposers must complete a cost proposal in the format to be considered for award. Failure to complete or alteration of the cost proposal format in any way whatsoever will result in the disqualification of the Proposal.

PART 3: EVALUATION AND SELECTION

3.1 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in this RFP. Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Proposals that are not in compliance will be rejected from further consideration.

3.2 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by LDH, which will determine the Proposal most advantageous to LDH, based on the evaluation factors set forth in this RFP.

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.

3.3 Determination of Responsibility

3.3.1 Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.1505. LDH must find that the selected Proposer:

3.3.1.1 Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

3.3.1.2 Has the necessary experience, organization, technical qualifications, skills, staff, and facilities, or has the ability to obtain them;

3.3.1.3 Is able to comply with the proposed or required time of delivery or performance schedule;

3.3.1.4 Has a satisfactory record of integrity, judgment, and performance; and

3.3.1.5 Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.3.2 The Proposer must ensure that its Proposal contains sufficient information for LDH to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3.3 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 3.3.1.1.

3.4 Evaluation

3.4.1 The Evaluation Team will use the following criteria and scoring to evaluate proposals:

3.4.1.1 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.

3.4.1.2 Scoring will be based on a possible total of one thousand (1,000) points and the proposal with the highest total score will be recommended for award.

3.4.2 Evaluation Criteria and Assigned Points:

| EVALUATION CRITERIA | ASSIGNED POINTS |
|--|-----------------|
| Entity's Background and Experience | 150 |
| Staffing Requirements | 100 |
| Approach to Scope of Work | 304 |
| Technical Requirements | 76 |
| Veteran or Hudson Initiative <ul style="list-style-type: none">Up to 10% (100 points maximum) available for Hudson-certified vendors;Up to 12% (120 points maximum) available for Veteran-certified vendors;If no Veteran-certified vendors propose, the additional 20 Veterans points are not awarded. See Section 3.5 for details. | 120 |
| Cost | 250 |
| Total Possible Points | 1,000 |

The proposal 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.

Proposer must receive a minimum score of three hundred fifteen (315) points (50%) of the total available points in the technical categories of Entity's Background and Experience, Staffing Requirements, Approach to Scope of Work, and Technical Requirements 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.**

The scores for the Financial Proposals, Technical Proposals 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.

3.4.3 Cost Evaluation

3.4.3.1 Costs evaluations for EQRO services will be conducted separately.

3.4.3.2 The Proposer with the lowest total cost amount shall receive two hundred and fifty (250) points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP) \times 250$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated

LPC = Lowest Proposed Cost of all Proposers

TCP = Total Cost of Proposer being evaluated

3.4.3.3 The assignment of the points based on the above formula will be calculated by the LDH Medical Vendor Administration designee.

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

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

3.5.2 Proposer Status and Allotment of Reserved Points

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

3.5.3 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.

3.5.4 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:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. 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.*

3.5.5 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).

3.6 Best and Final Offers (BAFO)

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

The written invitation to participate in BAFO will not obligate LDH to a commitment to enter into a Contract.

LDH will utilize the same criteria utilized in scoring the Proposal in order to evaluate the BAFO, if applicable.

PART 4: CONTRACT AWARD AND EXECUTION

4.1 General Information

- 4.1.1** The selected Proposer may not Contract with Louisiana Medicaid unless such safeguards at least equal to federal safeguards pursuant to 41 USC §423 are in place in accordance with 42 U.S.C. 1396u-2 of the Social Security Act.
- 4.1.2** The Contractor shall be responsible for the administration and management of its requirements and responsibilities under the Contract in accordance with all LDH issued guidance. This is also applicable to all Subcontractors, employees, agents and anyone acting for, or on behalf of, the Contractor.
- 4.1.3** LDH reserves the right to enter into a Contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to Contract for all or a partial list of services offered in the proposals. The State also reserves the right to not enter into a Contract with any Proposer.
- 4.1.4** The RFP, including any addenda added, and the proposal shall become part of the Contract initiated by the State.
- 4.1.5** The selected Proposer shall be expected to enter into a Contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard Contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or Contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.
- 4.1.6** If the Contract negotiation period exceeds thirty (30) business 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.
- 4.1.7** All information, whether data or documentation and reports that contain references to that information involving or arising out of the Contract is owned by LDH. The Proposer is expressly prohibited from sharing or publishing LDH's information and reports without the prior written consent of LDH. In the event of a dispute regarding the sharing or publishing of information and reports, LDH's decision on this matter shall be final.

4.2 Payment

- 4.2.1** Payment terms shall be negotiated with the Contractor. Payments are predicated upon successful completion and written approval by the State of the described activities and deliverables as outlined in Sections 6, Scope of Work.
- 4.2.2** Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the LDH BHSF designee approves the invoice and deliverables. Invoices are due by the fifteenth (15th) of

each month for the prior month's deliverables. The Contractor must submit final invoices within fifteen (15) days after termination of Contract. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that is submitted pursuant to a valid Contract.

4.2.3 Payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be outlined to clearly identify stages of progress as reflected in written reports submitted with the invoices. The Contractor will not be paid more than the maximum amount of the Contract.

4.2.4 Notwithstanding the cost items herein, pursuant to the Scope of Work, the State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of the Contract.

4.2.5 A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the Contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid back to the Contractor at the end of each Contract year.

4.3 Electronic Vendor Payment Solutions

The State reserves the right to make electronic payments to the successful Proposer(s). The methods 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 Attachment III: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

4.4 Right to Prohibit Award

In accordance with the provisions of La. R.S. 39:2192, the Department is authorized to reject a proposal from, or not award a Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or RFP 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.

4.5 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency based on the responsive and responsible Proposer with the overall highest score.

LDH will notify the selected Proposers(s) and proceed to negotiate terms for the Contract. Unsuccessful Proposers will be notified in writing.

The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44:3.2), scores of each proposal considered along with a summary of

scores shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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.

The award of a Contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

4.6 Announcement of Award

Subject to the provisions above, LDH will award the Contract to the Proposer with the highest score that is deemed to be in the best interest of LDH. All Proposers will be notified of the Contract award. Mandatory requirements established by LDH are not subject to negotiation.

4.7 Governing Law

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

4.8 Entire Contract

- 4.8.1** The Contract, together with this RFP and addenda issued thereto by LDH, the proposal submitted by the Proposer in response to LDH’s RFP, and any and all attachments, and exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.
- 4.8.2** The Contractor shall comply with all provisions of the Contract and shall act in good faith in the performance of the provisions of said Contract. The Contractor agrees that failure to comply with the provisions of the Contract may result in the assessment of monetary penalties in the form of Liquidated Damages, intermediate sanctions and/or termination of the Contract in whole or in part, as set forth in the Contract.
- 4.8.3** The Contractor shall comply with all applicable LDH policies and procedures in effect throughout the duration of the Contract period.
- 4.8.4** The Contractor shall comply with all applicable LDH provider manuals, rules, regulations, and guides.
- 4.8.5** LDH, at its discretion, will issue correspondence to inform the Contractor of changes in Medicaid policies and procedures which may affect the Contract. The Contractor will be given sixty (60) calendar days to implement such changes unless otherwise directed by LDH.

4.9 Order of Precedence

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, in the event of any inconsistent or incompatible provisions, the signed Contract (excluding the RFP and the Proposer's proposal) shall take precedence, followed by the provisions of this RFP, and then by the terms of the Proposer's proposal.

4.10 Claims or Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of La. R. S. 39:1672.2-1672.4.

4.11 Contract Modifications

No amendment or variation of the terms of the 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 shall be binding on any of the parties.

4.12 Record Ownership

All records, reports, documents, or other material related to any Contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the delivery of the deliverables contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the Contract.

PART 5: CONTRACT CONDITIONS

5.1 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the Contract. The Louisiana Board of Ethics shall be 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.

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contractor in the delivery of deliverables specified in the Contract. The Contractor agrees to immediately notify LDH if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

5.2 Termination

5.2.1 Termination of the Contract for Cause

The State may terminate the 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 have 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.

The 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 the Contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

5.2.2 Termination of the Contract for Convenience

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 termination date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

5.2.3 Termination for Non-Appropriation of Funds

The continuation of the Contract shall be 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.

5.3 Civil Rights Compliance

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' 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.

Contractor agrees not to discriminate in its employment practices, and will render services under the Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age 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 the Contract.

5.4 Assignment

No Contractor shall assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of LDH. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LDH.

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 Subcontractor joint ventures should be included as part of the proposal. All assignments must be approved of by LDH.

5.5 Insurance Requirements for Contractor

The Contractor shall not commence work under the 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 LDH for approval. The Contractor shall not allow any Subcontractor to commence work on subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of LDH 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 LDH and consented to by LDH in writing and the policies shall so provide.

The Contractor shall obtain and maintain insurance for the life of the Contract.

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

5.5.1 Contractor's Insurance

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. The cost of such insurance shall be included in the total Contract amount. 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 not allow any Subcontractor to commence work on subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

5.5.2 Minimum Scope and Limits of Insurance

5.5.2.1 Workers Compensation Insurance

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of one million dollars (\$1,000,000) per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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

Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

5.5.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. 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.

The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any Subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by the Contractor or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors

5.5.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Proposer, shall have a minimum limit of one million dollars (\$1,000,000). 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 the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than thirty (30) calendar days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

5.5.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of one million (\$1,000,000). 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.

Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

5.5.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data, shall have a minimum limit per occurrence of one million (\$1,000,000). 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 the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of all deliverables specified in the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

5.5.2.6 Deductibles and Self Insured Retentions

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

5.5.2.7 Other Insurance Provisions

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

5.5.2.7.1 Insurance Covering Special Hazards

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

5.5.2.7.2 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured with regards to negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary with regard to the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

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.

5.5.2.7.3 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for LDH.

5.5.2.7.4 All Coverages

All policies must be endorsed to require thirty (30) days' written notice of cancellation to the Agency. Notifications shall comply with the standard cancellation provisions in the Proposer's policy. In addition, the Contractor is required to notify Agency of policy cancellations or reductions in limits.

Neither the acceptance of the completed work, payment, failure of the Agency to require proof of compliance, nor Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

5.5.2.8 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in Louisiana. 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.

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 within thirty (30) business days.

5.5.2.9 Verification of Coverage

The Contractor shall furnish the Agency 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 Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Department of Health, Bureau of Health Services Financing, its Officers,
Agents, Employees and Volunteers
628 N. 4th Street, Baton Rouge, Louisiana 70802
Contract number, to be determined

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

Upon failure of the Contractor to furnish, deliver, and maintain required insurance, the Contract, at the election of the Agency, 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.

5.5.2.10 Subcontractors

Contractor shall include all Subcontractors as insureds 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 Agency reserves the right to request copies of Subcontractor's Certificates at any time.

5.5.2.11 Workers Compensation Indemnity

In the event the 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. The 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 the Contract.

5.6 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense

for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

5.7 Liability and Indemnification

5.7.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or Subcontractors.

5.7.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

5.7.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or Subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

5.7.4 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

5.7.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

5.7.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

5.8 Taxes

The Contractor shall be responsible for payment of all applicable taxes from the funds to be received under the Contract awarded from this RFP.

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) must determine that the prospective Contractor 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 LDR prior to the approval of the Contract by the Office of State Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its Proposal, and also agree to provide its seven-digit LDR Account Number to the Contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor 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 the Contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to the Contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the LDR within seven (7) calendar days of such notification.

5.9 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the terms of the Contract, or which become available to the Contractor in carrying out the 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 employed by the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of LDH.

5.10 Compliance with State and Federal Laws and Regulations

- 5.10.1** The Contractor shall comply with all current State and federal statutes, regulations, and administrative procedures that are in effect or become effective during the term of the Contract. Federal regulations governing Contracts with EQROs are specified in 42 CFR Part 438 and will govern the Contract.

- 5.10.2** It is the responsibility of the Contractor to stay abreast of applicable federal and State laws which may impact requirements under the Contract.

5.11 Cooperation with Other Entities and Programs

- 5.10.1** In the event that LDH has entered into, or enters into, agreements with other Contractors for additional work related to the services rendered hereunder including but not limited to fiscal intermediary, enrollment broker and actuary, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.
- 5.10.2** The Contractor's failure to cooperate and comply with this Section shall be sufficient grounds for LDH to halt all payments to the Contractor until it becomes compliant with this or any other Contract provision. LDH's determination on the matter shall be conclusive and not subject to Appeal.

5.12 Audit Requirements

Designated LDH personnel, the State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated Contract or subcontract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of ten (10) years from the date of final payment under the prime Contract and by the Subcontractor for a period of ten (10) years from the date of final payment under the subcontract.

5.13 Notices

- 5.12.1** Any notice given to a party under the Contract is deemed effective, if addressed to the party as given below, upon: (i) delivery, if hand delivered; (ii) the third (3rd) business day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iii) the next business day after being sent by a nationally-recognized overnight express courier with a reliable tracking system.

Medicaid Director or his/her designee
Louisiana Department of Health
Bureau of Health Services Financing
628 N 4th Street, 6th Floor
Baton Rouge, LA 70802

Or

Medicaid Director or his/her designee
Louisiana Department of Health
Bureau of Health Services Financing
P.O. Box 91283

- 5.12.2** Either party may change its address for notification purposes by providing written notice stating the change, effective date of change and setting forth the new address at least ten (10) calendar days prior to the effective date of the change of address. If different representatives are designated after execution of the Contract, notice of the new representative will be given in writing to the other party and attached to originals of the Contract.
- 5.12.3** Whenever LDH is required by the terms of this RFP and the Contract to provide written notice to the Contractor, such notice will be signed by the Medicaid Director or his/her designee.

5.14 Reporting Changes

- 5.13.1** The Contractor shall immediately notify LDH in writing of any of the following:
- 5.13.1.1** Change in business address, telephone number, facsimile number, and email address;
 - 5.13.1.2** Change in corporate status;
 - 5.13.1.3** Change in business location;
 - 5.13.1.4** Change in solvency that prevents the ability to perform the requirements of the Contract;
 - 5.13.1.5** Change in corporate officers, executive employees, or corporate structure;
 - 5.13.1.6** Change in ownership, including but not limited to the new owner's legal name, business address, telephone number, facsimile number, and email address;
 - 5.13.1.7** Change in federal employee identification number or federal tax identification number; or
 - 5.13.1.8** Change in Proposer's litigation history, current litigation, audits and other government investigations both in Louisiana and in other states.

5.15 Contract Language Interpretation

- 5.15.1** The Contractor and LDH agree that in the event of a disagreement regarding, arising out of, or related to, Contract language interpretation, LDH's interpretation of the Contract language in dispute shall control and govern.

5.16 Copyrights

- 5.16.1** If any copyrightable material is developed in the course of or under the Contract, LDH shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work.

5.17 Entity Requirements

- 5.16.1** If the Contractor is a corporation, the following requirement must be met prior to execution of the Contract:
- 5.16.1.1** If a for-profit corporation whose stock is not publicly traded, the Contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - 5.16.1.2** 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 La R.S. 12:301-302 from the Louisiana Secretary of State.
 - 5.16.1.3** The Contractor must provide written assurance to LDH from the 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.

5.18 Homeland Security Considerations

- 5.19.1** The Contractor shall perform the services to be provided under the Contract entirely within the boundaries of the United States. The term "United States" includes the fifty (50) states, the District of Columbia, and U.S. territories. In addition, the Contractor will not hire any individual to perform any services under the Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.
- 5.19.2** If the Contractor performs services, or uses services, in violation of the foregoing paragraph, the Contractor shall be in material breach of the Contract and shall be liable to LDH for any costs, fees, damages, claims, or expenses it may incur. Additionally, the Contractor shall be required to hold harmless and indemnify LDH pursuant to the indemnification provisions of the Contract.
- 5.19.3** The prohibitions in this Section shall also apply to any and all agents and Subcontractors used by the Contractor to perform any services under the Contract.

5.19 Incorporation of Schedules/Appendices

- 5.20.1** All schedules/attachments referred to in this RFP are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

5.20 Independent Provider

- 5.21.1** It is expressly agreed that the Contractor and any Subcontractors and agents, officers, and employees of the Contractor or any Subcontractors in the performance of the Contract shall act in an independent capacity and not as officers, agents, express or implied, or employees of LDH or the State of Louisiana. It is further expressly agreed that the Contract shall not be construed as a partnership or joint venture between the Contractor or any Subcontractor and LDH or the State of Louisiana.

5.21 Integration

- 5.22.1** The Contract and its component parts shall be understood to be the full extent of the agreement between the State and the Contractor of all understandings between the parties hereto. The Contractor also agrees to be bound by the Contract and any rules or regulations that may be promulgated. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved by the parties and the Office of State Procurement.

5.22 Interpretation Dispute Resolution Procedure

- 5.23.1** The Contractor may request in writing an interpretation of the issues relating to the Contract from the Medicaid Director or designee. In the event the Contractor disputes the interpretation by the Medicaid Director's designee, the Contractor shall submit a written reconsideration request to the Medicaid Director.
- 5.23.2** The Contractor shall submit, within twenty-one (21) calendar days of said interpretation, a written request disputing the interpretation directly to the Medicaid Director. The ability to dispute an interpretation does not apply to language in the Contract that is based on federal or State statute, regulation, or case law.
- 5.23.3** The Medicaid Director shall reduce the decision to writing and provide a copy to the Contractor. The written decision of the Medicaid Director shall be the final decision of LDH.
- 5.23.4** Pending final determination of any dispute over a LDH decision, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of LDH.

5.23 Misuse of Symbols, Emblems, or Names in Reference to Medicaid

- 5.24.1** No person or Contractor may use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other words, letters, symbols or emblems the words "Louisiana Medicaid," or "Louisiana Department of Health" or "Bureau of Health Services Financing," unless prior written approval is obtained from LDH.

Specific written authorization from LDH is required to reproduce, reprint, or distribute any LDH form, application, or publication for a fee. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of program, or LDH terms does not provide a defense. Each piece of mail or information constitutes a violation.

5.24 Non-Waiver of Breach

- 5.25.1** The failure of LDH at any time to require performance by the Contractor of any provision of the Contract, or the continued payment of the Contractor by LDH, shall in no way affect the right of LDH to enforce any provision of the Contract; nor shall the waiver of any breach of any provision thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Contract shall be waived except by the written agreement of the parties and approval of CMS, if applicable.
- 5.25.2** Waiver of any breach of any term or condition in the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

5.25 Offer of Gratuities

- 5.26.1** By signing the Contract, the Contractor signifies that no member of, or a delegate of, Congress, nor any elected or appointed official or employee of the State of Louisiana, the Government Accountability Office, LDH, CMS, or any other federal agency has or shall benefit financially or materially from the Contract. The Contract may be terminated by LDH if it is determined that gratuities of any kind were offered to, or received by, any officials or employees from the State, its agents, or employees.

5.26 Political Activity

- 5.26.1** None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act of 1939."

5.27 Record Retention

- 5.28.1** Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of ten (10) years from the date of submission of the final expenditure report, or for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. The only exceptions are listed as follows:
 - 5.28.1.1** If any litigation, claim, financial management review, or audit is started before the expiration of the ten (10) year period, the records shall be retained until all

litigation, claims or audit findings involving the records have been resolved and final action taken;

5.28.1.2 Records for real property and equipment acquired with federal funds shall be retained for ten (10) years after final disposition;

5.28.1.3 When records are transferred to or maintained by LDH, the ten (10) year retention requirement is not applicable to the recipient; and

5.28.1.4 Indirect cost rate proposals, cost allocations plans, etc., as specified in 45 CFR §75.361(f).

5.28 Safety Precautions

5.29.1 LDH assumes no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under the Contract. The Contractor shall take necessary steps to ensure the protection of itself and its personnel. The Contractor agrees to comply with all applicable local, State, and federal occupational and safety acts, rules, and regulations.

5.29 Time is of the Essence

5.30.1 Time is of the essence in the Contract. Any reference to “days” shall be deemed calendar days unless otherwise specifically stated.

5.30 Titles

5.30.1 All titles used herein are for the purpose of clarification and shall not be construed to infer a Contractual construction of language.

5.31 Use of Data

5.32.1 LDH shall have unlimited rights to use, disclose, or duplicate, for any purpose, all information and data developed, derived, documented, or furnished by the Contractor resulting from this Contract.

5.32 Warranty of Removal of Conflict of Interest

5.33.1 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 work hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform LDH promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the Contract.

5.33 LDH Standard Contract Form

- 5.34.1** The Contract between LDH and the Contractor shall include the standard LDH Contract form CF-1 (Attachment II) including the Scope of Work, attachments, and exhibits, this RFP and its amendments and addenda, and the Contractor's proposal. Attachment II contains basic information and general terms and conditions of the Contract to be awarded.

5.34 Mutual Obligations and Responsibilities

- 5.35.1** 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 (Attachment II).

5.35 Use of Subcontractors

- 5.36.1** LDH's intent is to make a single award to one (1) Contractor as the result of any Contract negotiation, and that Contractor shall be responsible for all deliverables specified in this RFP and their proposal. This general requirement notwithstanding, Contractor may enter into Subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire Contract.
- 5.36.2** If the Contractor intends to subcontract for portions of the work, the Contractor shall 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 Contract shall also be required for each Subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
- 5.36.3** Unless provided for in the Contract with LDH, the Contractor shall not Contract with any other party for any of the services herein contracted without the express prior written approval of LDH.
- 5.36.4** The Contractor shall not substitute any Subcontractor without the prior written approval of LDH. The Contractor maintains the ultimate responsibility for complying with all the terms and conditions of its Contract with LDH. 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:
- 5.36.4.1** The Subcontractor(s) will provide a written commitment to accept all Contract provisions.
- 5.36.4.2** 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.

5.36 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

5.36.1 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or Subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or Subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

PART 6: SCOPE OF WORK

6.1 Scope of Work

The Contractor will be required to perform the EQR activities as outlined in 42 CFR § 438.358 and § 438.360 for the Louisiana Medicaid managed care delivery system. Specifically, the Contractor will be required to: 1) develop evaluation methodologies for the EQR activities; 2) perform data collection and analysis; 3) prepare reports presenting evaluation findings and recommendations; and 4) provide technical assistance to LDH and its contracted MCEs. Contractor will need to complete the deliverables in accordance with the frequencies and expectations specified in this RFP for the State to comply with federal requirements and to assure adequate oversight of Louisiana's Medicaid managed care delivery system.

The Contractor will be responsible for the deliverables as described in Section 6.2, including all preparatory and intervening steps, whether or not LDH has explicitly specified or delineated them within the RFP.

The services to be provided under the resulting Contract include multiple tasks and deliverables that are consistent with applicable federal EQR regulations and protocols for managed care entities such as MCOs, PIHPs and PAHPs. The specifications for deliverables required under the RFP may evolve from year to year in response to program changes. Such modifications would be implemented through an allowable Contract amendment which requires approval by the Office of State Procurement.

The Contractor shall have assigned staff who are, or have a subcontract with a qualified organization that is, designated as a National Committee for Quality Assurance (NCQA) certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor.

The Contractor shall have the designation as, or subcontract with a qualified organization that is designated as, an NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Vendor.

6.1.1 The Contractor shall have the following at a minimum:

6.1.1.1 Staff with demonstrated experience, knowledge and/or skills of:

- a. Serving Medicaid beneficiaries, handling Medicaid policies, data systems and processes;
- b. Managed care delivery systems, organizations, and financing;
- c. Quality assessment and improvement methods;
- d. Research design and methodology, including statistical analysis; and
- e. Practical or clinical health care experience.

6.1.1.2 Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities.

6.1.1.3 Other clinical and non-clinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any Subcontractors.

6.1.1.4 The Contractor and its Subcontractors must be independent from the State Medicaid agency and from the MCOs, PIHPs, or PAHPs entities (described in 42 CFR § 438.310(c)(2)) that they review. To qualify as “independent”:

6.1.1.4.1 If a State agency, department, university, or other State entity:

- a. May not have Medicaid purchasing or managed care licensing authority; and
- b. Must be governed by a Board or similar body whose majority of members are not government employees.

6.1.1.4.2 The Contractor **MAY NOT**:

6.1.1.4.2.1 Review any managed care entity, or a competitor operating in the State, over which the Contractor exerts control or which exerts control over the Contractor (as used in this paragraph, “control” has the meaning given the term in 48 CFR 19.101) through:

- a. Stock ownership;
- b. Stock options and convertible debentures;
- c. Voting trusts;
- d. Common management, including interlocking management; and
- e. Contractual relationships.

6.1.1.4.2.2 Deliver any health care services to Medicaid beneficiaries;

6.1.1.4.2.3 Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, or PAHP services, except for the related activities specified in 42 CFR § 438.358;

6.1.1.4.2.4 Review any MCO, PIHP, or PAHP entity for which it is conducting or has conducted an accreditation review within the previous three (3) years; or

6.1.1.4.2.5 Have a present, or known future, direct, or indirect financial relationship with an MCO, PIHP, or PAHP entity that it will review as a Contractor.

6.2 Deliverables and Performance Standards

The Contractor must perform the external quality review activities as outlined in 42 CFR § 438.358 and 438.360 for the Louisiana Medicaid managed care delivery system.

The federal Centers for Medicare and Medicaid Services (CMS) issued protocols for Contractors to use as guidance when undertaking the mandatory and optional tasks for external quality reviews. Included are protocols for validating performance measures, calculating performance measures, validating performance improvement projects, administering consumer or provider surveys of quality of care, validating consumer and provider surveys, and validating encounter data. The Contractor shall comply with federal rules and CMS protocols.

The Contractor shall produce a monthly activity/status report of all deliverables and services completed for the prior month as well as planned activities for the next month. The report shall

include the deliverable, activity performed, status, date completed or timeline to completion and any anticipated project risks or issues. The report shall be submitted to LDH no later than the fifteenth (15th) of each month.

The Contractor shall participate in monthly meetings to review the monthly activity report.

The Contractor shall participate in meetings as needed to address any issues with the deliverables of this Contract.

6.2.1 Performance Evaluation and Improvement

6.2.1.1 HEDIS Performance Measure (PM) Validation

LDH currently uses MCE self-reported, audited HEDIS performance measures as a component of the Quality Strategy to evaluate MCE performance, monitor MCE compliance with LDH's performance standards, meet federal requirements for the mandatory activity of validation of performance measures as specified in 42 CFR § 438.358, and complete a comparative review of quality process and outcome measures based on HEDIS. MCEs employ their own certified HEDIS auditor to complete the data collection and submission of the measures to NCQA and as required in the Medicaid Managed Care Program and Medicaid Managed Care Provider Agreements. The measures must have received a "report" designation from the HEDIS-certified auditor and must be specific to the Medicaid population under evaluation and as specified in the Provider Agreement.

The Contractor must complete the following tasks:

- 6.2.1.1.1** Review the health plans' final audit reports to identify any potential data collection or reporting issues that may impact the final audited rates;
- 6.2.1.1.2** Evaluate the reason any self-reported measures received an audit designation of "Not Reported" (NR);
- 6.2.1.1.3** Based on the review of the final audit reports and any NR designations for reported measures, provide a report summarizing the final audit reports to include documentation of any findings that impact LDH's evaluation of managed care delivery system performance, determination of the managed care delivery system's compliance with minimum performance standards, evaluation of performance related to the award of performance incentives, and recommendations to LDH related to potential corrective actions or quality improvement;
- 6.2.1.1.4** Develop, maintain, and update LDH's specifications documents for health plans' self-reported, audited results;

6.2.1.1.5 Validate that the HEDIS measures reported by the health plans are consistent with the protocols established by CMS for performance measure validation; and use the results for evaluation of the Louisiana Medicaid Program; and

6.2.1.1.6 Maintain a data repository for the health plans' National Committee for Quality Assurance (NCQA) Interactive Data Submission System (IDSS) self-reported, audited HEDIS results and final audit reports, facilitating access to the files for LDH and provide an industry-standard data exchange mechanism (e.g., secure file transfer protocol (FTP)).

Frequency: Annually

Deliverable tied to payment: The Contractor must:

1. Produce one (1) final audit review summary report annually for the Louisiana Medicaid Managed Care Program. The report must contain MCE-specific findings.
2. Produce one (1) specifications document annually for the Louisiana Medicaid Managed Care Program delivery system that describes methods for the submission of the MCE self-reported, HEDIS audited data to LDH.

Payment: Each report and specification document shall be compensated at a fixed price.

6.2.1.2 HEDIS Performance Measure Calculation and Reporting

6.2.1.2.1 The Contractor must produce reports using the MCEs' self-reported, audited HEDIS data that include MCE-specific and Statewide results, and national benchmarks, per program, and MCE compliance with performance standards per LDH's specifications and timelines. Report formats will be developed in consultation with, and approved by, LDH.

Frequency: Annually

Deliverable tied to payment: The Contractor will be responsible for producing one (1) report annually for the Louisiana Medicaid Managed Care Program that contains MCE-specific and Statewide results.

Payment: Each report shall be compensated at a fixed price.

6.2.1.3 Technical Assistance for Health Plan Performance Measures (HEDIS, CAHPS, non-HEDIS and LDH-specific measures)

- 6.2.1.3.1** The Contractor will assist LDH, as needed, in establishing performance measures and standards for the Louisiana Medicaid Managed Care Program and by making research-driven recommendations based on industry standards and best practices of other states, CMS, and national organizations. The following tasks pertain to the current Louisiana Medicaid Managed Care Program.
- 6.2.1.3.2** The Contractor shall assist LDH in the identification and selection of performance measures and/or measurement sets that are used to monitor the compliance of health plans with minimum performance standards and/or to award performance incentives to plans that meet LDH specified criteria. LDH has used criteria such as the following when selecting measures:
- 6.2.1.3.2.1** Are clinically appropriate for the specific population(s) being monitored;
 - 6.2.1.3.2.2** Align with and support the goals of LDH's Quality Strategy;
 - 6.2.1.3.2.3** Produce meaningful and robust results for Louisiana's key areas of focus;
 - 6.2.1.3.2.4** Integrate new measures as industry measurement sets evolve (e.g., CHIPRA, Adult Medicaid Core Set, etc.);
 - 6.2.1.3.2.5** Ensure reliability, availability, standardization, and accuracy of data sources (e.g. claims, vital statistics, etc.) required for calculation of measures; and
 - 6.2.1.3.2.6** May be trended over time to measure changes in performance, comparisons to other Louisiana Medicaid plans, and comparisons with national benchmarks.
- 6.2.1.3.3** The Contractor shall recommend and/or evaluate methodologies for establishing minimum performance standards used to monitor plan compliance and set performance incentive levels used to award performance incentives to health plans using criteria specified by LDH. LDH has used criteria such as the following when selecting minimum performance standards:
- 6.2.1.3.3.1** Are based on research and knowledge of other states', organizations', and CMS' approaches to setting performance expectations for providers and MCEs;
 - 6.2.1.3.3.2** Use national benchmarks and/or other industry-based standards when available and appropriate;
 - 6.2.1.3.3.3** Drive performance improvement for Louisiana's Medicaid Managed Care Program;
 - 6.2.1.3.3.4** May be adjusted if there are changes in methodologies after the performance expectations are set; and

- 6.2.1.3.3.5** Use statistical analyses, or other sound methodology for setting standards, when national benchmarks are not available.
- 6.2.1.3.4** The Contractor shall identify and inform LDH of updates in HEDIS, CAHPS, and nationally recognized non-HEDIS measure methodology within seven (7) calendar days of the release of published updates;
- 6.2.1.3.5** The Contractor shall quantify the potential impact on HEDIS results from methodology changes to specific HEDIS measures using sound analytical techniques, in accordance with LDH's timeline;
- 6.2.1.3.6** The Contractor shall recommend a methodology for adjusting performance standards if a measure's methodology changes after LDH performance standards are set;
- 6.2.1.3.7** The Contractor shall perform ad hoc analyses related to questions raised by LDH and/or health plans regarding performance measure result calculations;
- 6.2.1.3.8** The Contractor shall act as a liaison between LDH and NCQA and/or CMS with respect to specific questions on HEDIS or CAHPS measures and methodologies;
- 6.2.1.3.9** The Contractor shall ensure data collaboration, consistency, and coordination calculating HEDIS and CAHPS performance measure results with CMS for the duration of the Louisiana Medicaid Managed Care Program; and
- 6.2.1.3.10** For the CSoc PIHP, the Contractor will validate select performance measures in accordance with CMS EQR Protocol 2, Validation of Performance Measures, which may include non-HEDIS performance metrics.
- 6.2.1.3.11** The Contractor shall provide technical assistance to managed care entities and LDH, as needed, related to HEDIS and health plan self-reported data issues and their resolution.

Frequency: As needed by LDH.

Deliverable tied to payment:

1. For every LDH technical assistance request, the Contractor will be responsible for providing a written summary for the Louisiana Medicaid managed care program that summarizes results and other information as requested by LDH.
2. Produce one (1) final audit review summary report annually for the CSoc Program. The report must contain MCE-specific findings.

Payment:

1. The Contractor shall be compensated at an hourly rate for activities related to technical assistance deliverable(s).

2. The Contractor shall be compensated at a fixed price for the CSOC report.

6.2.2 Consumer Surveys: Consumer Assessment of Healthcare Providers & Systems (CAHPS-A and CAHPS-C)

Louisiana Medicaid uses CAHPS surveys to monitor the performance of the Louisiana Medicaid Managed Care Program and to evaluate MCO compliance with program requirements. Louisiana Medicaid requires MCOs to administer annual adult and child CAHPS surveys to their Louisiana Medicaid membership and to submit their survey data to LDH, NCQA, and the Contractor.

The Contractor will be required to receive, validate, and analyze each MCO's CAHPS survey data and produce reports of survey findings for the State.

6.2.2.1 Data Receipt and Validation

Louisiana's managed care organizations are required to administer the NCQA HEDIS CAHPS Adult Medicaid Health Plan Survey and the NCQA HEDIS CAHPS Child Medicaid Health Plan Survey (with the chronic conditions measurement set) and to submit the items listed below to LDH on an annual basis. The plans are required to submit to the State member-level data according to CAHPS Submission Member-Level Data File Layout specifications. The documents submitted to the Contractor on behalf of LDH are:

- | | |
|------------------|--|
| 6.2.2.1.1 | NCQA Summary-Level Reports (three (3) pdf files) |
| 6.2.2.1.2 | NCQA CAHPS Member-Level Data File Layout |
| 6.2.2.1.3 | CAHPS Survey Instruments |
| 6.2.2.1.4 | Adult and Child raw data files from each managed care plan |
| 6.2.2.1.5 | Letter of validation from Contractor |
| 6.2.2.1.6 | Survey Supplier(s) Contact Information |

The Contractor must perform the following requirements:

1. Establish and maintain a secure file transfer protocol (SFTP) site to allow for receipt of data;
2. Receive, maintain, and process the data;
3. Validate the data in accordance with the most current HEDIS Specifications for Survey Measures; NCQA's Quality Assurance Plan for HEDIS Survey Measures; NCQA data file layouts; and NCQA Summary Reports (for LDH's Contracting plans); and

4. Inform LDH that all required data files were received and confirmed with all data submission specifications.

6.2.2.2 Data Analysis

The Contractor must perform the following general requirements:

- 6.2.2.2.1** Analyze data using Medicaid CAHPS Health Plan Survey data files imported from LDH's contracted MCOs;
- 6.2.2.2.2** Analyze data in accordance with the most current HEDIS Specifications for Survey Measures, NCQA's Quality Assurance Plan for HEDIS Survey Measures, and the NCQA Summary-Level Reports (from LDH's contracted MCOs); and
- 6.2.2.2.3** Analyze adult and general child member (general population and chronic conditions) data at the Statewide level for each managed care plan.

The Contractor must perform the following specific analyses if not provided by the contracted managed care organizations:

- 6.2.2.2.3.1** Calculate response rates;
- 6.2.2.2.3.2** Prepare adult, general child, children with chronic conditions (CCC), and children without chronic conditions demographic (non-CCC) profiles;
- 6.2.2.2.3.3** Prepare general child, CCC, and non-CCC respondent profiles;
- 6.2.2.2.3.4** Prepare a profile of members classified as children with chronic conditions (i.e., responses to the CCC screener questions);
- 6.2.2.2.3.5** Conduct a respondent/non-respondent analysis and test for statistically significant differences between respondents and non-respondents at the MCO and Louisiana Medicaid Managed Care Program levels, with respect to member age, gender, race, and ethnicity;
- 6.2.2.2.3.6** Conduct a comparative analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically significant differences between MCO level and Louisiana Medicaid Managed Care Program level scores;
- 6.2.2.2.3.7** Conduct a trending analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically significant differences between

current and prior years' scores for each managed care plan and the Louisiana Medicaid Managed Care Program;

- 6.2.2.2.3.8** Produce star ratings tables for adult and general child members that compare MCO and Louisiana Medicaid Managed Care Program three point means for the core measures (i.e., global ratings and composite measures) to national Medicaid benchmarks provided in NCQA CAHPS Benchmarks and Thresholds for Accreditation;
- 6.2.2.2.3.9** Conduct a key drivers analysis for approximately three (3) of the CAHPS core measures (to be determined) which includes a review of MCOs and Louisiana Medicaid Managed Care Program performance on the key drivers to identify strengths and weaknesses and present findings using an analytic diagram or model (e.g., a priority matrix, opportunity);
- 6.2.2.2.3.10** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the adult and general child populations, as specified by LDH;
- 6.2.2.2.3.11** Conduct a comparative analysis of CCC and non-CCC three point means, and test for statistically significant differences between CCC and non-CCC level scores;
- 6.2.2.2.3.12** Conduct a trending analysis of CCC and non-CCC three point means, and test for statistically significant differences between current and prior year's scores for each population; and
- 6.2.2.2.3.13** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the CCC population only, as specified by LDH.

Frequency: Annually

Deliverable tied to payment: The Contractor must produce the following reports each Contract year, for a total of four (4) reports.

1. One (1) Dashboard Report (this is a static report, approximately five (5) pages in length, that contains initial summary findings for the core measures, in graphical displays), submitted to LDH at the commencement of data analysis);
2. One (1) Executive Summary Report;
3. One (1) Full Report (to include an introduction, survey methodology, findings, conclusions and recommendations); and

4. One (1) Survey Methodology Report.

The Contractor will work with LDH to further define analytical and reporting expectations (e.g., report outlines, data analysis plans).

Payment: Each report shall be compensated at a fixed price.

6.2.3 MCE Quality Rating System (QRS)

Pending final guidance from CMS, the Contractor will assist LDH with adopting a Medicaid managed care Quality Rating System (QRS) developed by CMS to evaluate and apply a rating to measure the quality of care provided by Louisiana Medicaid MCEs. LDH will utilize the CMS framework, methodology and identified performance measures in accordance with 42 CFR § 438.334 that align with the summary indicators of the qualified health plan QRS developed per 45 CFR § 156.1120. LDH reserves the right to add additional performance measures to the QRS to ensure alignment with the Louisiana quality strategy.

Following the issuance of final CMS guidance, technical specifications and protocols, and at the request of LDH, the Contractor will:

- 6.2.3.1** Establish a work plan for producing the Louisiana Medicaid Quality Rating System, considering applicable national requirements from CMS including compliance with new CMS guidelines and innovative approaches used by other State Medicaid programs and/or the health care industry;
- 6.2.3.3** Support as necessary any data collection from MCEs and data submission to CMS as required for specified QRS performance measures;
- 6.2.3.4** Produce any associated reference materials (e.g., score calculation and data source documentation), as specified and approved by LDH, on an annual basis;
- 6.2.3.5** Develop and maintain the Louisiana Medicaid QRS methodology documents and revise annually in collaboration with LDH;
- 6.2.3.6** Integrate new measures as CMS and industry measurement sets evolve and as requested by LDH;
- 6.2.3.7** Modify/enhance the MCE Quality Rating System as specified by LDH in response to and in alignment with LDH's changing business requirements (e.g., LDH branding, changes in federal regulations, revisions to the Contracts between LDH and the Managed care entities) and/or changes to report card measure specifications (e.g., HEDIS, CAHPS);
- 6.2.3.8** Modify and/or enhance the QRS tools (analytics, reporting, and/or reference materials) as needed, to align with LDH's changing business requirements; and

- 6.2.3.9** Provide assistance to the plans on how to read, interpret, and use the system as part of a performance improvement strategy.

Frequency: Annually (subject to CMS finalization of QRS guidance and related technical specifications and protocols).

Deliverables tied to payment:

1. Following the issuance of final CMS technical specifications and protocols, the Contractor must establish a work plan for producing the Louisiana Medicaid QRS to assist LDH in evaluating the performance of the Louisiana Medicaid contracted MCEs. The work plan shall be updated annually as required.
2. Once the Louisiana Medicaid QRS becomes available, the Contractor must produce and evaluate the electronic scores and produce individual plan and summary results on an annual basis.

Payment: Each deliverable shall be compensated at a fixed price.

6.2.4 Provider Satisfaction Surveys

Louisiana Medicaid uses Provider Satisfaction Surveys to monitor the performance of its Medicaid Managed Care Program. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for the State.

The Contractor must perform the following general requirements in collaboration with LDH:

- 6.2.4.1** Identify study populations and indicators;
- 6.2.4.2** Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments;
- 6.2.4.3** Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error;
- 6.2.4.4** Develop and follow a detailed work plan approved by LDH;
- 6.2.4.5** Develop and follow reporting expectations and report outlines in consultation with LDH;
- 6.2.4.6** Use survey administration protocols designed to achieve high response rates;
- 6.2.4.7** Use data collection procedures that ensure data are valid and reliable; and

6.2.4.8 Validate data by:

- a. Validating that the number of records and completes match final disposition report;
- b. Ensuring disposition codes and questions are coded according to project specifications;
- c. Validating that all data elements have valid values; and
- d. Calculating results in accordance with a data analysis plan approved by LDH.

Frequency: Administer the survey annually for each Contract year. The timeframe for administering the survey (i.e., month/CY) during each Contract year will be determined in collaboration with LDH.

Deliverable tied to payment: The Contractor must produce the following two (2) reports each Contract year:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH when data analyses are complete; and
2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

6.2.5 Performance Improvement Project Validation

LDH defines quality improvement as assessing and continually improving healthcare, operations, and services within a planned, systematic, collaborative, interdisciplinary process. This is accomplished through intra-departmental quality measurement, interdisciplinary committees, interdepartmental teams, and ongoing evaluation of performance. Quality, a standard of service excellence, is based upon the Institute for Healthcare Improvement's Triple Aim framework: 1) Improve the health of populations, 2) Enhance the patient experience of care (including quality and satisfaction, and 3) Reduce the per capita cost of health care. LDH Leadership has directed that continuous Quality Improvement be an ongoing, organization-wide activity aimed at achieving the goals of LDH's mission, values, and vision. Every member is entitled to quality health care and all providers, MCEs, vendors, and employees are individually accountable for contributing to improving patient care.

During each Contract year, each MCE will be required to conduct performance improvement projects (PIP) as outlined in their Contract. Each PIP will be validated by the Contractor. All PIPs must achieve, through periodic measurements and interventions, significant and sustained

improvement in clinical and non-clinical areas which are expected to have a favorable effect on health outcomes and satisfaction. MCEs must adhere to LDH improvement project content and format specifications. All LDH-specified improvement projects span a minimum of twelve (12) months which includes planning and implementation activities, as well as putting processes in place for sustainability and further testing and refinement of interventions during the project period.

MCEs must submit the status and results of each improvement project to LDH on a schedule determined by LDH. The status and results of each phase of the PIP must be submitted to LDH and the Contractor on a schedule determined collaboratively by LDH and the MCE. LDH will work with the Contractor to identify which phases of the PIP shall be included in each year's validation process.

The Contractor must:

- 6.2.5.1** Provide technical assistance to MCEs in development, implementation, and administration of the LDH approved PIP(s), following CMS guidance on a Model for Improvement and focused on an LDH population stream;
- 6.2.5.2** Develop a standardized tool that incorporates CMS' PIP protocol with the Model for Improvement and rapid cycle improvement tools, such as process mapping, Pareto charts, run charts, key driver diagrams, the Plan Do Study Act (PDSA), and statistical process control methods. The standard tool should establish objective criteria that will be used to document the design, implementation, and outcomes of the PIP;
- 6.2.5.3** Using the standardized tool developed in 6.2.5.2, develop a scoring methodology that will be used to determine if the PIPs are valid and to rate the percentage of compliance with CMS' PIP protocols. Refer to the External Quality Review Protocols dated September 2012 located at: <https://www.medicaid.gov/medicaid/quality-of-care/medicaid-managed-care/external-quality-review/index.html>;
- 6.2.5.4** Calculate percentage scores in accordance with the scoring methodology developed in 6.2.5.2 above;
- 6.2.5.5** Assign a validation status of 'Met', 'Partially Met', or 'Not Met' based on the calculation of an overall percentage score;
- 6.2.5.6** Provide a written assessment and/or technical report of what must be changed for the health plan to achieve a status of 'Met';
- 6.2.5.7** The technical report should include an assessment of the overall validity and reliability of study results and include any threats to accuracy and/or confidence in reporting; and

6.3.5.8 Ensure that the technical report includes a description of PIP interventions and outcomes information associated with each State-required PIP topic for the current EQR review cycle.

Frequency: Annually

Deliverable tied to payment: The Contractor must produce one (1) report per MCE and PIP topic (i.e., individual reports should be produced for each PIP topic conducted by each plan). LDH anticipates up to five (5) PIP topics for each MCO and up to two (2) PIP topics for each PIHP and PAHP on an annual basis.

Payment: Each report shall be compensated at a fixed price.

6.2.6 Network Adequacy and Availability Validation

6.2.6.1 Validation of MCE Provider Network Adequacy and Availability

MCEs must ensure access to medically necessary Medicaid covered services and must meet network adequacy requirements as set forth by 42 CFR § 438.68, 42 CFR § 438.206, and 42 CFR § 438.207. The EQRO will validate these MCE requirements according to CMS protocols when applicable. Additional requirements may be added related to Network Adequacy Standards when CMS releases new protocols related to 42 CFR § 438.358(b)(1)(iv), as indicated in Section 6.2.11.

6.2.6.1.1 Evaluation of Provider Directory Accuracy

MCEs are required to submit provider directory information in a manner specified by LDH to ensure accuracy of provider information listed in directories that are used by Medicaid recipients. The Contractor will evaluate the accuracy of provider directory information submitted by MCEs. This evaluation must include, but may not be limited to, the following:

6.2.6.1.1.1 An audit of online provider directories to validate that the data elements are correct.

For the audits described above, the Contractor must do the following as approved by LDH:

- a. Develop a study methodology that describes the evaluation approach;
- b. Develop a standardized data collection tool;
- c. Develop a sampling methodology;
- d. Collect and analyze data; and

- e. Prepare a report containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: The audit must be conducted quarterly.

Deliverable tied to payment: For each audit conducted, the Contractor must submit a final report as described in item (e) above.

Payment: Each report shall be compensated at a fixed price.

6.2.6.1.2 Provider Access Surveys

To ensure MCEs' enrollees are able to appropriately access providers, the Contractor must conduct quarterly telephone surveys among a sample of providers to determine appointment availability information for new and existing enrollees.

6.2.6.1.2.1 Telephone Surveys

The Contractor must conduct the following:

- 6.2.6.1.2.1.1** Develop and/or update a study methodology describing the evaluation approach;
- 6.2.6.1.2.1.2** Develop a standardized data collection tool;
- 6.2.6.1.2.1.3** Develop a sampling methodology;
- 6.2.6.1.2.1.4** Collect and analyze data; and
- 6.2.6.1.2.1.5** Prepare a report containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: Quarterly

Deliverable tied to payment: After each survey, the Contractor will provide LDH with:

1. A final report that includes data tables with aggregate and MCE-specific results as described in 6.2.6.1.2.1.5.
2. One (1) excel file with MCE-specific worksheets containing provider-level survey data results.

Payment: Each report and results data shall be compensated at a fixed price.

6.2.6.1.3 Performance Measure Calculation and Reporting

The Contractor will be required to calculate, for each MCE, a performance measure that uses results from the telephone surveys. This must include:

- 6.2.6.1.3.1** Developing and updating a measure methodology document with LDH's input;
- 6.2.6.1.3.2** Recommending a strategy for setting and adjusting a performance standard;
- 6.2.6.1.3.3** Producing a report of MCE-specific rates in a format specified by LDH; and
- 6.2.6.1.3.4** Providing technical assistance to the each plan in each line of business and LDH related to the measure.

Frequency: Annually.

Deliverable tied to payment: The Contractor must create one (1) Statewide report with results listed by each MCE.

Payment: Each report shall be compensated at a fixed price.

6.2.7 Readiness Reviews

The Contractor will conduct Readiness Reviews, as detailed below, as requested by LDH, to determine if there is the ability to enroll and provide the necessary level of access to and quality of Medicaid services. The Contractor shall evaluate each prospective MCE's compliance with LDH MCE Contract requirements. The number of reviews will depend on the number of MCEs contracted by LDH.

6.2.7.1 The Contractor shall:

6.2.7.1.1 Collaborate with LDH to determine the scope of and the dates for the Readiness Review;

6.2.7.1.2 Readiness Reviews shall be conducted before the plan begins to enroll potential enrollees. It will contain two (2) components, including:

6.2.7.1.2.1 Desk Reviews

A review of all prospective MCE's policies and procedures, program descriptions, committee meeting minutes, manuals, handbooks and quality data; and

6.2.7.1.2.2 On-Site Visits

A visit in the Medicaid MCE's office to review credentialing files, medical records, conduct staff interviews, review other areas not covered in the desk review, and provide feedback.

6.2.7.1.3 Collaborate with LDH on developing an electronic tool based on readiness review standards and requirements that shall be a means of gathering information and documentation.

6.2.7.1.3.1 The Contractor shall share approved criteria and/or tools in advance with each Medicaid MCE to ensure adequate preparation and discussion.

6.2.7.1.3.3 The Contractor shall schedule a conference call or discussion with each Medicaid MCE in conjunction with LDH to describe the process (both document review and on-site review) and detail the topics of the upcoming review, no later than (30) calendar days after receiving department's approval.

6.2.7.1.4 Have capabilities to review and assess MCE's information system.

6.2.7.1.4.1 Use criteria and tools approved by LDH to conduct on-site information systems reviews assessing each MCE's:

6.2.7.1.4.1.1 Data management processes;

6.2.7.1.4.1.2 Data integration and control procedures, including:

- Reviewing completed assessment tools and supporting documentation; and interviewing staff responsible for leading certain operational and/or functional aspects of the plans' information systems.
- Assessing the ability to link data from multiple sources.
- Examining processes for data transfers.
- Evaluating data warehouse structures and reporting capabilities.
- Reviewing processes, documentation and data files to ensure compliance with State specifications for encounter data submissions.
- Assessing the claims adjudication process and capabilities.

6.2.7.1.4.1.3 Evaluate the MCEs' information systems capabilities and identify any potential problem areas that may impact

LDH's ability to monitor performance in key operational areas.

6.2.7.1.5 Provide LDH with a tracking report of progress on the readiness reviews. This tracking report shall include review progress of each Medicaid MCE and areas of concern in the form of a brief summary with dates and expectations for completing specified activities. This report shall be initiated at the time of the initial outreach to the Medicaid managed care entities and updated bi-weekly. This report shall be submitted electronically.

6.2.7.1.6 Submit a complete readiness review report within three (3) weeks after completion of the Medicaid MCE site visit. This report shall be submitted electronically.

Frequency: As needed.

Deliverable tied to payment: The final written readiness report as described above.

Payment: Each report shall be compensated at a fixed price.

6.2.8 Compliance Reviews

MCEs are required to comply with federal and State program requirements specified in the Code of Federal Regulations, the Louisiana Revised Statutes, the Louisiana Administrative Code, LDH policies and procedures, as applicable, Provider Agreements, and 1915 (b) and (c) waivers. The Contractor must conduct an assessment of each plan's compliance with the requirements that are in effect during the time period under review. The assessment must include, but not be limited to, a review of the following areas: 1) availability of services; 2) assurance of adequate capacity and services; 3) coordination and continuity of care; 4) coverage and authorization of services; 5) credentialing and re-credentialing of services; 6) subcontracted relationships and delegation; 7) enrollee information and enrollee rights; 8) confidentiality of health information; 9) enrollment and disenrollment; 10) the grievance and complaint process; 11) practice guidelines; 12) quality assessment and performance improvement program; 13) health information systems; and 14) fraud and abuse.

6.2.8.1 The Contractor must conduct each of the following tasks:

6.2.8.1.1 In consultation with LDH, identify the topic areas and administrative standards that will be reviewed;

6.2.8.1.2 Develop an evaluation methodology and standardized data collection tool, in consultation with LDH that will be used for each MCE review. This will include, but is not limited to, a review of policies and procedures, staff interviews, and file reviews;

6.2.8.1.5 Conduct a desk review and/or on-site review;

- 6.2.8.1.6** Aggregate and analyze the data and information collected in order to communicate findings of compliance with the administrative standards;
- 6.2.8.1.7** Prepare MCE-specific reports of findings that include the completed data collection tool with cited references, as appropriate; and
- 6.2.8.1.8** Prepare program-specific reports if needed, as requested by LDH.

Frequency: The Contractor must conduct each of the following:

- 1. A comprehensive review of MCE's compliance with federal regulations described in 42 CFR § 438, conducted every three (3) years. The Proposer may be required to conduct partial reviews as determined by LDH; and
- 2. Targeted reviews must be conducted per as follows:
 - a. Case Management desk reviews annually. All MCOs are included in this review; and
 - b. Select additional operational topics (e.g., claims adjudication, non-emergency transportation, grievances and appeals) at intervals to be determined by LDH. The number of MCEs subject to a review will vary depending on the topic selected.

Deliverable tied to payment: For each review:

- a. The Contractor must provide to LDH one (1) report per MCE that contains an executive summary, introduction, summary of findings, conclusion and recommendations for improvement. The completed data collection tool and the information sources used must be made available to LDH.
- b. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), that summarizes how all MCEs performed in the compliance audit submitted to LDH.

Payment: Each report shall be compensated at a fixed price.

6.2.9 External Quality Review Annual Technical Report

The Contractor must produce a detailed technical report to ensure LDH's compliance with 42 CFR § 438.364, and ensure that a finalized annual technical report is submitted to LDH and CMS by April 30th of each year. The most recent report can be viewed on the following website: <http://www.ldh.la.gov/inde.cfm/page/3176>.

- 6.2.9.1** The Contractor must produce a detailed technical report that includes the following components:

- 6.2.9.1.1** A description of the manner in which the data from all EQR activities conducted in accordance with 42 CFR § 438.358 were aggregated and analyzed, and conclusions that were drawn with regard to the quality, timeliness and access to health care services furnished to health plans' members;
- 6.2.9.1.2** A description of the objectives; technical methods of data collection and analysis; description of data obtained, including validated performance data for each activity conducted in accordance with 42 CFR § 438.358(b) and (c); conclusions that were drawn from the data for each activity included in the report; and problems encountered in performing the review;
- 6.2.9.1.3** An assessment of each MCE's strengths and weaknesses for the quality, timeliness and access to health care services furnished to Medicaid managed care members;
- 6.2.9.1.4** Recommendations for improving the quality of services furnished by each MCE including how the State can target goals and objects in the quality strategy to better support improvement in the quality, timeliness, and access to health care services furnished to Medicaid managed care members;
- 6.2.9.1.5** Methodologically appropriate, comparative information about all Medicaid MCEs operating within Louisiana, consistent with guidance included in the EQR protocols issued in accordance with 42 CFR § 438.352(e); and
- 6.2.9.1.6** An assessment of the degree to which a Medicaid MCE has effectively addressed recommendations for quality improvement made by the Contractor during the previous year's EQR.
- 6.2.9.2** LDH may not substantively revise the content of the final EQR technical report without evidence of error or omission.
- 6.2.9.3** The Contractor shall provide LDH with a tracking report of progress on annual reviews. This tracking report will include review of progress by Medicaid MCEs and areas of concern. The tracking report will consist of a brief summary with dates and expectations for completing specified activities. This report shall be transmitted electronically and updated bi-weekly.
- 6.2.9.4** The Contractor must electronically submit the Annual Technical Reports to LDH after the completion of the annual review of each Medicaid MCE and it must be submitted by March 1st of each calendar year prior to the CMS deadline of April 30th.

Frequency: Annually, by March 1st

Deliverable tied to payment: Produce a detailed report in compliance with 42 CFR § 438.364.

Payment: Each report shall be compensated at a fixed price.

6.2.10 Medicaid Managed Care Quality Strategy Evaluation

6.2.10.1 The Contractor must assist LDH in evaluating the effectiveness of the Louisiana Medicaid Quality Strategy.

The Contractor will, in consultation with LDH, develop an evaluation methodology and tools required to evaluate the effectiveness of the Medicaid Managed Care Quality Strategy as required by 42 CFR 438 Subpart E, that may be refined on an annual basis to reflect lessons learned from the prior year's evaluation.

The Contractor will conduct the evaluation and prepare a written report of review findings to be submitted to LDH within thirty (30) business days after completion of the evaluation.

Frequency: Annually.

Deliverables tied to payment:

1. Evaluation methodology and tool(s).
2. The final evaluation written report.

Payment: Each report shall be compensated at a fixed price.

6.2.11 Additional Technical Assistance (TA) and Optional Activities

The Contractor may be required to provide technical assistance and/or optional activities described in 42 CFR § 438.358(c) or comparable activities that assess the quality or utilization of services in the participating MCOs, PAHP, and PIHP during the Contract period.

6.2.11.1 The specific nature of the technical assistance will be defined on a case-by-case basis, and shall include, but not be limited to, performance improvement project development and implementation, performance measure support, educational sessions to enhance the use of EQR results, identification of healthcare trends or "best practices" in performance measures or quality improvement activities; providing clinical consultation and/or expertise; and conducting evaluations of healthcare initiatives.

6.2.11.3 The Contractor shall provide ad-hoc technical assistance to LDH and all Medicaid managed care entities upon request and approval of LDH.

6.2.11.4 Optional activities as described in 42 CFR § 438.358(c).

The Louisiana Medicaid managed care population optional activities include:

- 6.2.11.4.1** Conduct additional focus studies. Conduct a specific focus study to evaluate peer support services or other services/programs from a member and/or provider perspective.
- 6.2.11.4.2** Validation of encounter data
- 6.2.11.4.3** Administration or Validation of Consumer or Provider Surveys
- 6.2.11.4.4** Conduct and facilitate performance improvement projects
- 6.2.11.4.5** Calculation of performance measures
- 6.2.11.4.6** Developing and monitoring Corrective Action Plans
- 6.2.11.4.7** Produce additional reports at the request of LDH
- 6.2.11.4.8** Validation of Network Adequacy
- 6.2.11.4.9** Validation of MCO Quality Reports for Behavioral Health
- 6.2.11.4.10** Behavioral Health Provider Sample Selection for Quality Monitoring Audits
- 6.2.11.4.11** MCE Independent Assessments

Frequency: As requested by LDH.

Deliverable tied to payment: For every LDH request for technical assistance or optional activity, the Contractor will be responsible for adhering to both LDH and CMS specifications. The Contractor and LDH will agree on an appropriate format for reporting or delivering activities for the Louisiana Medicaid managed care program.

Payment: The Contractor shall be compensated at an hourly rate for activities related to technical assistance and optional activity deliverable(s).

6.2.12 Quality Companion Guide

- 6.2.12.1** The Contractor will develop a Quality Companion Guide in consultation with LDH that focuses on core quality improvement activities, assisting managed care entities with LDH Contract requirements, Contractor activities and processes outlined in 42 CFR 438 Subpart E, 438.358 and 438.364. The timeframes for each activity may be modified at the discretion of LDH.

6.2.12.2 The Quality Companion Guide shall be submitted to LDH for approval within sixty (60) days of Contract effective date and annually thereafter.

Frequency: Annually.

Deliverable tied to payment: The Contractor must produce a comprehensive guide in consultation with LDH. The Quality Companion Guide shall include, but is not limited to, written instruction for performance improvement projects, performance measure specifications and validation processes.

Payment: The Quality Companion Guide shall be compensated at a fixed price.

6.2.13 Behavioral Health Member Satisfaction Survey

Louisiana uses behavioral health member satisfaction survey data to monitor access, quality of care, and member interaction with the Medicaid managed care organizations and the Coordinated System of Care (CSoC) Contractor. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for each MCO and CSoC. The Contractor must perform the following general requirements in collaboration with LDH:

6.2.13.1 Identify study populations and indicators;

6.2.13.2 Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments, and in consideration of applicable privacy laws;

6.2.13.3 Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error for each program, Louisiana Medicaid managed care and CSoC;

6.2.13.4 Translate member surveys and accompanying material in prevalent non-English languages, including Spanish and Vietnamese.

6.2.13.5 Use survey administration protocols designed to achieve high response rates;

6.2.13.6 Use data collection procedures that ensure data are valid and reliable; and

6.2.13.7 Stratify data by age group, race, and region.

Frequency: Administer surveys annually, effective SFY 2020. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with LDH.

Deliverable tied to payment: The Contractor must produce the following two (2) reports each Contract year:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH when data analyses are complete; and
2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

6.2.14 Health Disparities Studies (Focused Studies)

6.2.14.1 Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report

- 6.2.14.1.1** Upon direction and approval by LDH, the Contractor must conduct health disparities analyses throughout the Contract term, including:
- a. Developing methodologies;
 - b. Producing final health disparities data spreadsheets that evaluate health disparities among the LDH Medicaid contracted MCEs with recommendations for quality improvement. The data can include, but is not limited to, CMS Adult and Child Core Sets and MCO HEDIS data;
 - c. Summary report of data analyses; and
 - d. Pilot studies, if requested by LDH.

6.2.14.2 Health Disparities Study Supplemental Activity-Pilot Study

- 6.2.14.2.1** LDH may direct the Contractor to conduct pilot studies. The purpose of Conducting pilot studies may include, but are not limited to:
- a. Testing completeness and accuracy of data elements and/or data calculation methods;
 - b. Testing whether the data and calculation methods produce the type of results needed;
 - c. Testing viability of proposed interventions;
 - d. Identifying unforeseen gaps, overlaps, or other complications in either the source data or calculation methods;
 - e. Identifying unknown causal factors for a healthcare issue; and/or
 - f. Conducting information-gathering activities to reveal root causes.

The Contractor must collaborate with LDH in determining the level of data analysis and LDH may elect to require the Contractor to expand a health disparity pilot study into an extensive study.

Frequency:

1. **Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report:** Annually
2. **Health Disparities Study Supplemental Activity-Pilot Study Final Report:**
As requested by LDH

Deliverable tied to payment:

1. **Health Disparities Studies: Methodology, Data Spreadsheets and Summary Report:**
 - a. Data spreadsheets must include all sources of data, denominators, numerators and methods of calculation for both the aggregate as well as subsections of each work product (i.e. charts, graphs, tables, etc.).
 - b. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).
2. **Health Disparities Study Supplemental Activity-Pilot Study Final Report:**
The Contractor must produce a final report of the extensive study on a health disparity topic in any Contract year.

Payment: The Contractor shall be compensated at an hourly rate for activities related to health disparities studies deliverable(s).

6.2.15 Assessment and Evaluation Activities for 1115 Demonstration Waivers

LDH currently has an agreement with CMS to operate a Section 1115 demonstration waiver titled the Healthy Louisiana Substance Use Disorder (SUD) 1115 Demonstration. Section 1115 demonstration waivers require an independent party to conduct assessment and evaluation activities per 42 CFR § 431.424. Additionally, CMS may require other activities as outlined in each waiver's Special Terms and Conditions (*LA 1115 SUD Approval is incorporated herein and made part hereof by reference*). A copy of the current Terms and Conditions for the SUD 1115 Demonstration will be available at the following website:

<https://ldh.la.gov/index.cfm/newsroom/detail/6369>

The Contractor shall serve as the independent assessor/evaluator and complete all assessment and evaluation activities for each of LDH's 1115 demonstration waivers in accordance with their Special Terms and Conditions. The Contractor shall complete each of the following deliverables:

- 6.2.15.1** Evaluation Design – the Contractor shall complete the Evaluation Design in accordance with the Special Terms and Conditions of each waiver and in consultation with LDH. The Evaluation Design will provide the basis for the evaluation of each Demonstration and shall include at a minimum general background information, evaluation questions and hypotheses, methodology, and methodological limitations.
- 6.2.15.2** Mid-Point Assessment – the Contractor shall conduct a Mid-Point Assessment for each Demonstration that includes LDH’s progress toward meeting demonstration milestones, performance measure targets, a determination of factors that affected achievement of or barriers to achieving milestones, and a status update on budget neutrality requirements.
- 6.2.15.3** Interim and Summative Evaluation Report – the Contractor shall complete an Interim and Summative Evaluation Report as required in each Demonstration’s Special Terms and Conditions and will discuss evaluation progress and present findings to date per the approved Evaluation Design for each waiver.

Frequency: Each deliverable listed above will be required once during each waiver’s five-year life cycle

Deliverable tied to payment: The final document or report received and approved by LDH.

Payment: Each document or report shall be compensated at a fixed price.

6.2.16 Case Management Performance Evaluation

- 6.2.16.1** MCEs are required to offer Case Management services, for Medicaid Managed Care enrollees that have opted to accept case management services. LDH requires MCE reporting of data on Case Management services to determine the number of individuals, the types of conditions, and the impact that Case Management services have on members receiving those services.
- 6.2.16.2** Contractor shall facilitate the annual collection and validation of data submitted by MCEs regarding Case Management services.
- 6.2.16.3** Contractor shall evaluate the MCE’s compliance with the Case Management provisions of its Contract with LDH.

- 6.2.16.4** Contractor shall evaluate the rates of engagement in Case Management, the specific services offered to enrollees receiving Case Management, and the effectiveness of Case Management in terms of increasing the quality of care, increasing the receipt of necessary services, and reducing the receipt of potentially unnecessary services such as acute care.
- 6.2.16.5** Contractor shall develop a draft and final report of its results and findings for each MCE. The Contractor shall collaborate with LDH to determine the strategy, approach, timing, and report format.
- 6.2.16.6** Contractor shall participate with LDH in an annual, formal webinar or in-person meeting with the MCEs to review results from the Case Management data, identify opportunities for improvement, and determine efficient application of Case Management services to positively impact outcomes.

Frequency: Annually by August 31st.

Deliverable tied to payment: The Contractor must produce the following for each MCE:

1. One (1) Full report (to include an introduction, methodology, findings, conclusions and recommendations) for each MCE.

Payment: Each report shall be compensated at a fixed price.

6.3 Technical Requirements

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format or format compatible with LDH operations. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML or compatible files for this purpose will be transmitted via SFTP to the Department. Both parties must approve any other data or method of transmission used for this purpose via written agreement.

6.3.1 General Provisions

- 6.3.1.1** The Contractor must maintain hardware and software compatible with LDH requirements that are secure and sufficient to successfully perform the services detailed in the Contract as the service level specified, which are as follows:
 - 6.3.1.1.1** The Contractor shall adhere to State and federal regulations and guidelines, as well as industry standards and best practices for systems and/or functions required to support the requirements of the Contract.
 - 6.3.1.1.2** The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

- 6.3.1.1.3** The Contractor is responsible for all expenses required to obtain access to LDH systems and/or resources which are relevant to successful completion of the requirements of the Contract. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of the Contract. Such expenses include, but are not limited to, hardware, software, network infrastructure and any licensing costs.
- 6.3.1.1.4** Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 6.3.1.1.5** Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- 6.3.1.1.6** Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- 6.3.1.1.7** All Contractor utilized computers and devices must:
- 6.3.1.1.7.1** Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
 - 6.3.1.1.7.2** Have installed all security patches that are relevant to the applicable operating system and any other system software; and
 - 6.3.1.1.7.3** Have encryption protection enabled at the Operating System level.
- 6.3.1.2** The Contractor shall ensure appropriate protections of shared Personally Identifiable Information ("PII"), in accordance with 45 CFR §155.260.
- 6.3.1.2.1** The Contractor shall ensure that its system is operated in compliance with the Centers for Medicare and Medicaid Services' ("CMS") latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E version 2.0.
- 6.3.1.2.2** Multi-factor authentication is a CMS requirement for all remote users, privileged accounts, and non-privileged accounts. In this context, "remote user" refers to staff accessing the network from offsite, normally with a client VPN ("Virtual Private Network") with the ability to access CM, specifically Medicaid, data.

- 6.3.1.2.3** A site-to-site tunnel is an extension of LDH's network. For Contractors that are utilizing a VPN site-to-site tunnel and also have remote users who access CMS data, the Contractor is responsible for providing and enforcing multi-factor authentication. Contractors that do not utilize a VPN site-to-site tunnel will be charged for dual authentication licensing and hardware tokens as necessary. Costs associated with the purchase and any replacement of lost hardware tokens will be charged to the Contractor.

6.3.2 Electronic Messaging

- 6.3.2.1** The Contractor shall provide a continuously available electronic mail communication link (email system) to facilitate communication with LDH. This email system shall be capable of attaching and sending documents created using software compatible with LDH's installed version of Microsoft Office 2016 and any subsequent upgrades as adopted.
- 6.3.2.2** The Contractor shall comply with national standards for submitting protected health information (PHI) electronically and shall set up a secure email system that is password protected for both sending and receiving any protected health information.

6.3.3 Information Security and Access Management

6.3.3.1 The Contractor's system shall:

- 6.3.3.1.1** Employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:
- 6.3.3.1.1.1** Restrict access to information on a "least privilege" basis, such as users permitted inquiry privileges only will not be permitted to modify information;
 - 6.3.3.1.1.2** Restrict access to specific SFTP or system functions and information based on an individual user profile, including inquiry only capabilities; access to all functions shall be restricted to specified staff jointly agreed to by LDH and the Contractor; and
 - 6.3.3.1.1.3** Restrict unsuccessful attempts to access system functions to three (3) attempts with a system function that automatically prevents further access attempts and records these occurrences.

6.3.3.2 Records Retention:

- 6.3.3.2.1** Contractor shall retain all books, records and other documents relevant to the Contract and funds expended there under for at least ten (10) years after final payment. Contractor shall make available to LDH such records within thirty (30) days of LDH's written request and shall deliver

such records to LDH's central office in Baton Rouge, Louisiana, all without expense to LDH. Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, without expense to LDH.

6.4 Contract Management Approach

- 6.4.1** The Contractor must describe how it will accomplish required tasks and deliverables, as deemed necessary to deliver the required scope of work including, but not limited to:
 - 6.4.1.1** Project management approach and structure;
 - 6.4.1.2** Communication protocols between LDH and Contractor;
 - 6.4.1.3** Interaction with other LDH Proposers;
 - 6.4.1.4** Schedule for key activities and milestones; and
 - 6.4.1.5** Approach to managing project risks and issues.
- 6.4.2** An updated and detailed plan will be due to LDH within thirty (30) calendar days of Contract start date by the Contractor. The Contractor's Contract management work plan will be due annually thereafter.

6.5 Additional Reporting Requirements

- 6.5.1** The Contractor must be able to design, develop, and implement reports using the electronic formats, instructions, and timeframes specified by LDH. The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and its designees.
- 6.5.2** The Contractor shall certify all submitted data and reports, including, but not limited to, routine HEDIS performance reports, CAHPS, non-HEDIS, and PIPs. The certification must attest, based on best knowledge, information, and belief as to the accuracy, completeness and truthfulness of the documents and data. The Contractor must submit the certification concurrently with the certified data and reports.
- 6.5.3** Louisiana Medicaid Transparency Report
 - 6.5.3.1** The Contractor shall designate one (1) staff member to serve as the single point of contact for all requests related to the Transparency Report required by La. R.S. 40:1253.2. The Contractor shall comply with all LDH instructions and definitions related to this report.
 - 6.5.3.2** The Contractor shall comply with all data requests and surveys from LDH or its designee.
- 6.5.4** Ad Hoc Reports:

The Contractor shall prepare and submit any other reports as required and requested by LDH, any LDH designee, and/or CMS, that is related to the Contractor's duties and obligations under the Contract. Ad Hoc reports shall be submitted within five (5) business days from request.

6.5.5 Submission Process and Timeframes

6.5.5.1 The Contractor shall ensure that all required reports or files are submitted to LDH in a timely manner for review and approval. The Contractor's failure to submit the reports or files as specified may result in the assessment of monetary penalties in the form of Liquidated Damages.

6.5.5.2 Unless otherwise specified, deadlines for submitting files and reports are as follows:

6.5.5.2.1 Monthly reports and files shall be submitted within fifteen (15) calendar days of the end of the reporting month;

6.5.5.2.2 Quarterly reports and files shall be based on a calendar quarter and be submitted within thirty (30) calendar days of the end of the reporting quarter; and

6.5.5.2.3 Annual reports and files shall be based on a calendar year and shall be submitted within thirty (30) days of the end of the reporting year.

6.5.5.2.4 Annual reports and files based on State fiscal year shall be submitted within thirty (30) days of the end of the reporting year.

6.5.6 If the due date occurs on a weekend or Louisiana designated holiday, the report shall be due the following business day.

6.5.7 Regardless of the due date, all reports shall be submitted by close of business. For purposes of this section, close of business is defined as 5:00 p.m. Central Time.

6.5.8 The Contractor agrees to prepare complete and accurate reports for submission to LDH. If after preparation and submission, an error is discovered, the Contractor shall submit accurate reports in a timeframe directed by LDH. Failure of the Contractor to submit accurate reports may result in the assessment of monetary penalties in the form of Liquidated Damages.

6.5.9 The Contractor shall provide LDH with written reports that are clear, concise and useful for the audience for whom they are intended. The report shall be composed in a manner consistent with LDH specifications and with the Contractor's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by LDH (e.g., Microsoft Word, Excel) as well as in hard copy, as specified by LDH. The Contractor shall be responsible for assuring that it completely understands the specifications and requirements for all reporting and other activities under the Contract.

Where required, the Proposer shall provide supporting documents such as report appendices.

- 6.5.10** By January 1st of each year, perform analysis and submit a report of existing and new Federal and State policies, procedures, and regulations to determine their impact on the EQRO components of the Louisiana Medicaid program and related State and Contractor-performed functions. The analysis shall include a review of portions of the Federal Register that would impact the Louisiana Medicaid Program.

6.6 Additional Staffing Requirements

6.6.1 Substitution of Personnel

- 6.6.1.1** The Contractor's Key Personnel assigned to the Contract shall not be replaced without the prior written consent of LDH. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any of the Contractor's personnel becomes unavailable due to resignation, illness, or other factors outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor shall make every reasonable attempt to assign the personnel listed in their proposal in the positions specified in the Proposal.

6.6.2 Written Policies, Procedures, and Position Descriptions

- 6.6.2.1** The Contractor shall develop and maintain written policies, procedures, and job descriptions for each functional area, consistent in format and style.
 - 6.6.2.1.1** The Contractor shall maintain written guidelines for developing, reviewing and approving all policies, procedures and job descriptions.
 - 6.6.2.1.2** All policies and procedures shall be reviewed at least annually by the Contractor to ensure that the Contractor's written policies reflect current practices.
 - 6.6.2.1.3** Job descriptions shall be reviewed at least annually by the Contractor to ensure that current duties performed by the employee reflect written requirements.
- 6.6.2.2** The Contractor must submit to LDH the following items annually:
 - 6.6.2.2.1** An updated organization chart complete with the key personnel positions. The chart must include the person's name, title, email address, and telephone number.

PART 7: PERFORMANCE MONITORING, NON-COMPLIANCE, AND MONETARY PENALTIES/LIQUIDATED DAMAGES

7.1 Performance Monitoring

- 7.1.1** All work performed by the Contractor will be monitored by the Medicaid Director or his/her designee.
- 7.1.2** LDH or its designee will monitor the operation of the Contractor for compliance with the provisions of the Contract, and applicable federal and State laws and regulations.
- 7.1.3** The Contractor shall provide access to documentation, records, premises, and staff as deemed necessary by LDH to monitor performance.

7.2 Non-Compliance

- 7.2.1** The Contractor shall be prepared to demonstrate compliance with any deliverable outlined in the Contract upon request by LDH.
- 7.2.2** Administrative Actions
 - 7.2.2.1** Administrative actions exclude the assessment of monetary penalties, Liquidated Damages, and intermediate sanctions, but may include at a minimum the following:
 - 7.2.2.1.1** A written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements or deliverables of the Contract;
 - 7.2.2.1.2** Remedial education requirement regarding program policies and practices;
 - 7.2.2.1.4** Referral for review by appropriate professional organizations; and/or
 - 7.2.2.1.5** Referral to the Office of the Attorney General for fraud investigation.

7.3 Monetary Penalties/Liquidated Damages

- 7.3.1** In the event the Contractor fails to meet the performance standards specified within the Contract, the monetary penalties in the form of Liquidated damages defined below may be assessed. If assessed, the monetary penalties will be used to reduce the LDH's payments to the Proposer or if the monetary penalties exceed amounts due from LDH, the Proposer will be required to make cash payments for the amount in excess.

- a. Late submission of any required report five hundred dollars (\$800) per working day, per report.
- b. For each day that any other Contract deliverable is late, incorrect or deficient, the Contractor shall be liable to LDH for monetary penalties in an amount not to exceed fifteen hundred dollars (\$1500) per business day per deliverable.

7.3.2 LDH may also delay the assessment of monetary penalties if it is in the best interest of the Department to do so. LDH may give notice to the Contractor of a failure to meet performance standards but delay the assessment of monetary penalties in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LDH, the Department may reassert the assessment of monetary penalties, even following Contract termination.

7.3.3 Attorney's Fees

7.3.3.1 In the event LDH should prevail in any legal action arising out of the performance or non-performance of the Contract, the Contractor shall pay, in addition to any monetary penalties, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

7.4 **Fraud and Abuse**

7.4.1 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.

7.4.2 Such policies and procedures must be in accordance with State and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

ATTACHMENT I: 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 | |
| DATE | |
| LDR NUMBER | |
| 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.

| | | | | | |
|---|--|--------|--|------|--|
| Signature of Proposer or Authorized Representative | | | | | |
| Typed or Printed Name: | | | | | |
| Date: | | | | | |
| Title: | | | | | |
| Company Name: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |

ATTACHMENT II: CF-1

LDH CF-1
Revised 2021 -05-10

Page 1 of 7

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

AGENCY NAME

LaGov #

Agency # Select from List

AND

FOR

Personal Service ☐ Professional Service ☐ Consulting Services ☐ Social Services ☐ Governmental (State/Agency) ☐ Governmental (Local) ☐
RFP NUMBER (if applicable) Emergency ☐ Sole Source ☐

| | | |
|---------------------------------------|---|---|
| 1) Contractor (Registered Legal Name) | 5) Vendor Supplier # | 5a) State LDR Account # (if applicable) |
| 2) Street Address | 6) Parish(es) Served (List all that apply) | |
| City | State | Zip Code |
| 3) Telephone Number | 7) License or Certification # | |
| 4) Mailing Address (if different) | 8) Contractor Status | |
| | Subrecipient: Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| | Corporation: Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| | For Profit: Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| | Publicly Traded: Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| City | State | Zip Cod |
| 8a) CFDA# (Federal Grant#) | | |

9) Brief Description Of Services To Be Provided:

10) Effective Date 11) Termination Date

12) Maximum Contract Amount

13) Estimated 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.

| | | |
|---|----------------------|----------------------|
| 14a) PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: | First Name | Last Name |
| | <input type="text"/> | |
| | Title | Phone Number |
| <input type="text"/> | | <input type="text"/> |

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

List all required Attachments

List all required Exhibits

Types of Attachments and Exhibits

ATTACHMENTS

- Statement of work
- Fee Schedule/Budget
- Special Provisions
- Standard Provisions

EXHIBITS

- Board Resolution/Signature of Authority
- Disclosure of Ownership
- Certificate of Authority
- Multi Year Letter
- Late Letter
- Out of State Justification Letter
- Resume
- License

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: Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. §18116); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e, et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. §4212); the Fair Housing Act of 1968 (42 U.S.C. §3601, et seq.); and Federal Executive Order 11246; 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 confidentially which safeguard information and patient/client confidentiality. Information obtained under this Contract shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Right to Audit:** The Louisiana 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 period of five (5) years following final payment. Contractor grants to the State of Louisiana, through the Office of the Louisiana Legislative Auditor, Louisiana Department of Health, and State 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 Department policy requiring an audit of 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 term of this contract, 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 office within the Department.

4. **Record Retention:** Contractor agrees to retain all books, records, and other documents relevant to the Contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 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 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. **Nonassignability:** 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. 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 term of this Contract all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect 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 that 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 term of the contract, Contractor must notify his/her appointing authority of any existing Contract with the State of Louisiana and notify the contracting office with the Department 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 the State shall remain the property of the State, and shall be returned by Contractor to the 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 the State, and shall be returned by Contractor to the 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 Contractor of items and services that are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve Contractor of the responsibility for the performance of contractual obligations described herein.

- 14. Conflict of Interest:** Contractor acknowledges that the Code of Governmental Ethics, La. R.S. 42:1101, et seq., applies to Contractor in the performance of services under this contract. 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 La. R.S. 42:1113. Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of the contract.

- 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 that have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to offset and withhold said amounts from any amount due to 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 \$5,000, 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 the Department, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in the Department's name, but at Contractor's expense and shall indemnify and hold the Department harmless 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 Contractor for the period this Contract and future continuing contracts for the provision of the same services. Contractor must submit a vendor invoice with the 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 one thousand dollars (\$1,000.00) or more. Contractor has the responsibility to submit to the Contract Monitor an inventory list of 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 the contracted services, the equipment purchased under this Contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within thirty (30) days of termination of services.

- 21. Indemnity:** Contractor agrees to protect, indemnify, and hold harmless the State of Louisiana and the Department 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, subcontractors, employees, officers, or clients, including, but not limited to, premises liability and any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which La. R.S. 40:1237.1, et seq. provides malpractice coverage to Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (La. 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 the Department.

- 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 or 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 this contract.
- 24. E-Verify:** Contractor acknowledges and agrees to comply with the provision of La. 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 La. R.S. 39:1672.2-1672.4.
- Other Remedies:** If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, cost and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.
- 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 La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the Request for Proposals (RFP), if applicable; and this contract.
- 27. Contractor's Cooperation:** 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, 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 to the Department 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 Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, and "NonProcurement Debarment and Suspension" set forth at 2 CFR Part 376.
- 30. Act 211 Taxes Clause:** In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that Contractor 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 Louisiana Department of Revenue prior to the approval of this Contract by the Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that Contractor's tax payment compliance status may be verified. Contractor 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. The Department reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
- 31. Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, 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 Contractor in default and the Contract shall terminate on the date specified in such notice. 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 Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the State to cure the defect.
- 32. Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 33. Confidentiality:** Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.
- 34. Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, any Contract for \$100,000 or more and for any contractor with five (5) or more employees. Contractor, and 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. The State reserves the right to terminate this Contract if Contractor, or any subcontractor, engages in a boycott of Israel during the term of the contract.
- 35. Cybersecurity Training:** In accordance with La. R.S. 42: 1267 (B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

36. **Code of Ethics:** The Contractor 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.
37. **Countersignature:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
38. **No Employment Relationship:** Nothing in this Contract shall be construed to create an employment or agency relationship, partnership, or joint venture between the employees, agents, or subcontractors of Contractor and the State of Louisiana.
39. **Venue:** Venue for any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
40. **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, Contractor, and/or any subcontractor of Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
41. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in a Contract which resulted from an RFP, this signed Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*
42. **Contractor must comply with the Office of Technology Services (OTS) Information Security Policy,** <https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.
- Contractor must report to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.
 - Contractor must follow OTS Information Security Policy for Data Sanitization requirements for any equipment replaced during the Contract and at the end of the contract, for all equipment which house confidential/restricted data provided by the State.
 - Contractor must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts.
 - If Contractor will have access to data originating from the Centers for Medicare and Medicaid Services (CMS), then Contractor must ensure their computer system is in compliance with CMS latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E 2.0. The CMS MARS-E 2.0 requirements include but are not limited to the below listed requirements:
 - Multi-factor authentication is a CMS requirement for all remote users, privileged accounts and non-privileged accounts. In this context, a "remote user" is referencing staff accessing the network from offsite, normally with a client virtual private network with the ability to access CMS data.
 - Perform criminal history check for all staff prior to granting access to CMS data. All employees and contractors requiring access to Patient Protection and Affordable Care Act (PL 111-148) sensitive information must meet personnel suitability standards. These suitability standards are based on a valid need-to-know, which cannot be assumed from position or title, and favorable results from a background check. The background checks for prospective and existing employees (if not previously completed) should include, at a minimum, contacting references provided by the employee as well as the local law enforcement agency or agencies.
43. **HIPAA Business Associate Provision**
- If Contractor is a Business Associate of the Department, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits protected health information (PHI) for or on behalf of the Department; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for the Department involving the disclosure of PHI, the following provisions will apply:
- Definitions: As used in this provision –
 - The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 CFR 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.
 - 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 CFR §160.103.
 - The term "security incident" has the same meaning as set forth in 45 CFR §164.304.
 - The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 CFR §164.402.
 - 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 as required by the HIPAA Rules and by this Contract.
 - Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule, regulation (including the HIPAA Rules), or as otherwise required or permitted by this Contract.
 - Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Contract, 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 the Department.
 - In accordance with 45 CFR §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.

- f. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this Contract, report such disclosure in writing to the person(s) named in Terms of Payment on page 1 of this document. 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 the Department, any harm or damage resulting from any use or disclosure which violates this Contract shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by the Department, in which case Contractor shall reimburse the Department for all expenses that the Department is required to incur in undertaking such mitigation activities.
- g. To the extent that Contractor is to carry out one or more of the Department's obligations under 45 CFR Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).
- h. Contractor shall make available such information in its possession which is required for the Department 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 the Department 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.
- i. Contractor shall make PHI available to the Department upon request in accordance with 45 CFR §164.524.
- j. Contractor shall make PHI available to the Department upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR §164.526.
- k. 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 the Department available to the Secretary of the DHHS for purposes of determining the Department's compliance with the HIPAA Rules.
- l. Contractor shall indemnify and hold the Department harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this provision 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.
- m. The parties agree that the legal relationship between the Department and Contractor is strictly an independent contractor relationship. Nothing in this Contract shall be deemed to create a joint venture, agency, partnership, or employer- employee relationship between the Department and Contractor.
- n. Notwithstanding any other provision of the contract, the Department shall have the right to terminate the Contract immediately if the Department determines that Contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
- o. At the termination of the contract, or upon request of the Department, whichever occurs first, Contractor shall return or destroy (at the option of the Department) 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.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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.

CONTRACTOR

STATE OF LOUISIANA, LOUISIANA
DEPARTMENT OF HEALTH

| | |
|-----------|------|
| | |
| SIGNATURE | DATE |
| | |
| NAME | |
| | |
| TITLE | |

| | |
|---|------|
| | |
| SIGNATURE | DATE |
| | |
| NAME | |
| Secretary, Louisiana Department of Health or Designee | |
| TITLE | |

| | |
|-----------|------|
| | |
| | |
| SIGNATURE | DATE |
| | |
| NAME | |
| | |
| TITLE | |

| | |
|-----------|------|
| | |
| | |
| SIGNATURE | DATE |
| | |
| NAME | |
| | |
| TITLE | |

ATTACHMENT III: 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 vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors 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 one of the following two options. 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 by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov .

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

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

ATTACHMENT IV: PROPOSAL COMPLIANCE MATRIX

Proposal Compliance Matrix External Quality Review Organization

| RFP # | | | Proposer: | |
|--|----------------|--|------------------|------------------|
| RFP Section | Page Number(s) | Requirement | Proposal Section | Proposal Page(s) |
| 2.15.4.1 | | Cover Letter | | |
| 2.15.4.2 | | Table of Contents | | |
| Entity's Background and Experience | | | | |
| 2.15.4.3 | | Entity's Background and Experience | | |
| Staffing Requirements | | | | |
| 2.14.4.4 | | Staffing Requirements | | |
| Approach to Scope of Work | | | | |
| 2.15.4.5 | | Approach to Scope of Work | | |
| Scope of Work: Deliverables and Performance Standards | | | | |
| 6.2.1 | | Performance Evaluation and Improvement | | |
| 6.2.2 | | Consumer Surveys | | |
| 6.2.3 | | Managed Care Entity Quality Rating System | | |
| 6.2.4 | | Provider Satisfaction Surveys | | |
| 6.2.5 | | Performance Improvement Project Validation | | |
| 6.2.6 | | Network Adequacy and Availability Validation | | |
| 6.2.7 | | Readiness Reviews | | |
| 6.2.8 | | Compliance Reviews | | |
| 6.2.9 | | External Quality Review Annual Technical Report | | |
| 6.2.10 | | Medicaid Managed Care Quality Strategy Evaluation | | |
| 6.2.11 | | Additional Technical Assistance and Optional Activities | | |
| 6.2.12 | | Quality Companion Guide | | |
| 6.2.13 | | Behavioral Health Member Satisfaction Survey | | |
| 6.2.14 | | Health Disparities Studies (Focused Studies) | | |
| 6.2.15 | | Assessment and Evaluation Activities for 1115 Demonstration Waiver | | |
| 6.3.16 | | Case Management Performance Evaluation | | |
| Contract Management Approach | | | | |
| 2.15.4.5.7; 6.4 | | Contract Management Work Plan | | |
| Additional Reporting Requirements | | | | |
| 6.5 | | Additional Reporting Requirements | | |
| Innovative Concepts | | | | |
| 2.15.4.5.8 | | Innovative Concepts | | |
| Technical Requirements | | | | |
| 2.15.4.6; 6.3 | | Technical Requirements | | |
| Attachments | | | | |
| 2.15.4.7.1 | | Required Signed Certification Statement | | |
| 2.15.4.7.2 | | Vendor Registration | | |
| 2.15.4.7.3 | | Electronic Vendor Payment Solution | | |
| 2.15.4.7.4 | | Required Proposal Compliance Matrix | | |
| 2.15.4.7.5 | | Required Cost Proposal | | |

ATTACHMENT V: COST PROPOSAL TEMPLATE

Fixed Rate Deliverables Cost Proposal Template

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.

Instructions: Proposers shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP. Proposers shall provide one unit cost per deliverable for each year in the table. This fixed rate shall be fully burdened with all costs for the provision of services to include all travel, costs, materials, equipment and any other expenses required to perform the services.

The Unit Factor associated with each cost item is LDH's estimate of anticipated deliverables and volume of quantity, to be used for evaluation purposes only. The unit factors do not and should not be construed as any type of volume guarantee or minimum purchase quantity.

| Year One: September 1, 2022 to August 31, 2023 | | | |
|---|--|--|------------------------------------|
| Deliverable Tied to Payment (from Scope of Work/Services) | Unit Cost (per deliverable tied to payment) | Unit Factor (# of units to satisfy deliverable tied to payment) | Total Cost (unit cost x factor) |
| <i>Performance Evaluation and Improvement –HEDIS Performance Measures (PMs) Validations</i> | | | |
| Final Audit Review Summary Report | \$ | 1 | \$ |
| Specification Document | \$ | 1 | \$ |
| <i>HEDIS Performance Measure Calculation and Reporting</i> | | | |
| Statewide Report | \$ | 1 | \$ |
| <i>CSOC Performance Measures (PMs) Validations</i> | | | |
| Final Audit Review Summary Report | | 1 | \$ |
| <i>CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems</i> | | | |
| Dashboard Report | \$ | 1 | \$ |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report | \$ | 1 | \$ |
| Survey Methodology Report | \$ | 1 | \$ |
| <i>MCE Quality Rating System (QRS)</i> | | | |
| Work Plan | \$ | 1 | \$ |
| MCE's Electronic Score(s) Evaluation | \$ | 6 | \$ |
| Individual Plan and Summary Results | \$ | 2 | \$ |
| <i>Provider Satisfaction Survey</i> | | | |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report of Findings | \$ | 1 | \$ |
| <i>Performance Improvement Project (PIP) Validation(s)</i> | | | |
| PIP Report(s) (total cost for each entity's report) | \$ | 31 | \$ |
| <i>Network Adequacy and Availability Validation- Provider Directory Accuracy</i> | | | |
| Final Audit Report(s) (total cost for each report) | \$ | 4 | \$ |
| <i>Network Adequacy and Availability -Provider Access Survey(s)</i> | | | |
| Report(s) of Survey Findings | \$ | 4 | \$ |

| Year One: September 1, 2022 to August 31, 2023 | | | |
|--|--|--|------------------------------------|
| Deliverable Tied to Payment (from Scope of Work/Services) | Unit Cost (per deliverable tied to payment) | Unit Factor (# of units to satisfy deliverable tied to payment) | Total Cost (unit cost x factor) |
| <i>(total cost for each survey report)</i> | | | |
| Survey Raw Data <i>(total cost for each survey data)</i> | \$ | 4 | \$ |
| Network Adequacy and Availability –Performance Measures Calculation and Reporting | | | |
| Statewide Report | \$ | 1 | \$ |
| Readiness Review(s) | | | |
| Final Readiness Report(s) <i>(total cost for each entity's report)</i> | \$ | 7 | \$ |
| Compliance Review(s) | | | |
| Targeted Reviews <i>(total cost for each entity's report)</i> | \$ | 8 | \$ |
| Executive Summary Report <i>(Full Report of Findings)</i> | \$ | 3 | \$ |
| EQR Technical Report | | | |
| Annual Technical Report | \$ | 1 | \$ |
| Medicaid Managed Care Quality Strategy Evaluation | | | |
| Evaluation Methodology Tool | \$ | 1 | \$ |
| Final Evaluation Report | \$ | 1 | \$ |
| Quality Companion (QC) Guide | | | |
| Comprehensive Guide | \$ | 1 | \$ |
| Behavioral Health Member Satisfaction Survey | | | |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report of Findings | \$ | 1 | \$ |
| Assessment and Evaluation Activities for 1115 Demonstration Waivers | | | |
| Evaluation Design | \$ | 1 | \$ |
| Mid-Point Assessment | \$ | 1 | \$ |
| Interim and Summative Evaluation Report | \$ | 1 | \$ |
| Case Management Performance Evaluation | | | |
| Full Report | \$ | 2 | \$ |
| COST AMOUNT (sum of total cost above)= | | \$ | |

| Year Two: September 1, 2023 to August 31, 2024 | | | |
|---|--|--|------------------------------------|
| Deliverable Tied to Payment (from Scope of Work/Services) | Unit Cost (per deliverable tied to payment) | Unit Factor (# of units to satisfy deliverable tied to payment) | Total Cost (unit cost x factor) |
| Performance Evaluation and Improvement –HEDIS Performance Measures (PMs) Validations | | | |
| Final Audit Review Summary Report | \$ | 1 | \$ |
| Specification Document | \$ | 1 | \$ |
| HEDIS Performance Measure Calculation and Reporting | | | |
| Statewide Report | \$ | 1 | \$ |
| CSOC Performance Measures (PMs) Validations | | | |
| Final Audit Review Summary Report | | 1 | \$ |
| CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems | | | |
| Dashboard Report | \$ | 1 | \$ |
| Executive Summary Report | \$ | 1 | \$ |

| Year Two: September 1, 2023 to August 31, 2024 | | | |
|--|--|--|------------------------------------|
| Deliverable Tied to Payment (from Scope of Work/Services) | Unit Cost (per deliverable tied to payment) | Unit Factor (# of units to satisfy deliverable tied to payment) | Total Cost (unit cost x factor) |
| Full Report | \$ | 1 | \$ |
| Survey Methodology Report | \$ | 1 | \$ |
| <i>MCE Quality Rating System (QRS)</i> | | | |
| Work Plan | \$ | 1 | \$ |
| MCE's Electronic Score(s) Evaluation | \$ | 6 | \$ |
| Individual Plan and Summary Results | \$ | 2 | \$ |
| <i>Provider Satisfaction Survey</i> | | | |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report of Findings | \$ | 1 | \$ |
| <i>Performance Improvement Project (PIP) Validation(s)</i> | | | |
| PIP Report(s) (total cost for each entity's report) | \$ | 31 | \$ |
| <i>Network Adequacy and Availability Validation- Provider Directory Accuracy</i> | | | |
| Final Audit Report(s) (total cost for each report) | \$ | 4 | \$ |
| <i>Network Adequacy and Availability -Provider Access Survey(s)</i> | | | |
| Report(s) of Survey Findings (total cost for each survey report) | \$ | 4 | \$ |
| Survey Raw Data (total cost for each survey data) | \$ | 4 | \$ |
| <i>Network Adequacy and Availability –Performance Measures Calculation and Reporting</i> | | | |
| Statewide Report | \$ | 1 | \$ |
| <i>Readiness Review(s)</i> | | | |
| Final Readiness Report(s) (total cost for each entity's report) | \$ | 7 | \$ |
| <i>Compliance Review(s)</i> | | | |
| Targeted Reviews (total cost for each entity's report) | \$ | 14 | \$ |
| Executive Summary Report (Full Report of Findings) | \$ | 5 | \$ |
| <i>EQR Technical Report</i> | | | |
| Annual Technical Report (s) | \$ | 1 | \$ |
| <i>Medicaid Managed Care Quality Strategy Evaluation</i> | | | |
| Evaluation Methodology Tool | \$ | 1 | \$ |
| Final Evaluation Report | \$ | 1 | \$ |
| <i>Quality Companion (QC) Guide</i> | | | |
| Comprehensive Guide | \$ | 1 | \$ |
| <i>Behavioral Health Member Satisfaction Survey</i> | | | |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report of Findings | \$ | 1 | \$ |
| <i>Assessment and Evaluation Activities for 1115 Demonstration Waivers</i> | | | |
| Evaluation Design | \$ | 1 | \$ |
| Mid-Point Assessment | \$ | 1 | \$ |
| Interim and Summative Evaluation Report | \$ | 1 | \$ |
| <i>Case Management Performance Evaluation</i> | | | |
| Full Report | \$ | 2 | \$ |
| COST AMOUNT (sum of total cost above)= | | \$ | |

| Year Three: September 1, 2024 to August 31, 2025 | | | |
|---|--|--|------------------------------------|
| Deliverable Tied to Payment (from Scope of Work/Services) | Unit Cost (per deliverable tied to payment) | Unit Factor (# of units to satisfy deliverable tied to payment) | Total Cost (unit cost x factor) |
| <i>Performance Evaluation and Improvement –HEDIS Performance Measures (PMs) Validations</i> | | | |
| Final Audit Review Summary Report | \$ | 1 | \$ |
| Specification Document | \$ | 1 | \$ |
| <i>HEDIS Performance Measure Calculation and Reporting</i> | | | |
| Statewide Report | \$ | 1 | \$ |
| <i>CSOC Performance Measures (PMs) Validations</i> | | | |
| Final Audit Review Summary Report | | 1 | \$ |
| <i>CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems</i> | | | |
| Dashboard Report | \$ | 1 | \$ |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report | \$ | 1 | \$ |
| Survey Methodology Report | \$ | 1 | \$ |
| <i>MCE Quality Rating System (QRS)</i> | | | |
| Work Plan | \$ | 1 | \$ |
| MCE's Electronic Score(s) Evaluation (total cost for each entity's evaluation) | \$ | 8 | \$ |
| Individual Plan and Summary Results | \$ | 3 | \$ |
| <i>Provider Satisfaction Survey</i> | | | |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report of Findings | \$ | 1 | \$ |
| <i>Performance Improvement Project (PIP) Validation(s)</i> | | | |
| PIP Report(s) (total cost for each entity's report) | \$ | 31 | \$ |
| <i>Network Adequacy and Availability Validation- Provider Directory Accuracy</i> | | | |
| Final Audit Report (total cost for each report) | \$ | 4 | \$ |
| <i>Network Adequacy and Availability -Provider Access Survey(s)</i> | | | |
| Report(s) of Survey Findings (total cost for each survey report) | \$ | 4 | \$ |
| Survey Raw Data (total cost for each survey data) | \$ | 4 | \$ |
| <i>Network Adequacy and Availability –Performance Measures Calculation and Reporting</i> | | | |
| Statewide Report | \$ | 1 | \$ |
| <i>Readiness Review(s)</i> | | | |
| Final Readiness Report(s) (total cost for each entity's report) | \$ | 7 | \$ |
| <i>Compliance Review(s)</i> | | | |
| Comprehensive Reviews (total cost for each entity's report) | \$ | 8 | \$ |
| Targeted Reviews (total cost for each entity's report) | \$ | 8 | \$ |
| Executive Summary Report (Full Report of Findings) | \$ | 6 | \$ |
| <i>EQR Technical Report</i> | | | |
| Annual Technical Report (s) | \$ | 1 | \$ |

| Year Three: September 1, 2024 to August 31, 2025 | | | |
|--|--|--|------------------------------------|
| Deliverable Tied to Payment (from Scope of Work/Services) | Unit Cost (per deliverable tied to payment) | Unit Factor (# of units to satisfy deliverable tied to payment) | Total Cost (unit cost x factor) |
| <i>Medicaid Managed Care Quality Strategy Evaluation</i> | | | |
| Evaluation Methodology Tool | \$ | 1 | \$ |
| Final Evaluation Report | \$ | 1 | \$ |
| <i>Quality Companion (QC) Guide</i> | | | |
| Comprehensive Guide | \$ | 1 | \$ |
| <i>Behavioral Health Member Satisfaction Survey</i> | | | |
| Executive Summary Report | \$ | 1 | \$ |
| Full Report of Findings | \$ | 1 | \$ |
| <i>Assessment and Evaluation Activities for 1115 Demonstration Waivers</i> | | | |
| Evaluation Design | \$ | 1 | \$ |
| Mid-Point Assessment | \$ | 1 | \$ |
| Interim and Summative Evaluation Report | \$ | 1 | \$ |
| <i>Case Management Performance Evaluation</i> | | | |
| Full Report | \$ | 2 | \$ |
| COST AMOUNT (sum of total cost above)= | | \$ | |

Technical Assistance and Optional Activities Hourly Rate Cost Template

Instructions: Hourly rates proposed by the Proposers shall be submitted on the Cost Template furnished below. Hourly rates submitted shall be firm for the term of the Contract.

Exclusive of fixed price deliverables, the Contractor shall be compensated on an hourly rate. Hourly rates shall be fully burdened to include all travel, costs, materials, equipment and any other expenses required to perform the services.

| Year One: September 1, 2022 to August 31, 2023 | | | | | |
|--|----------|-------------|----------------------------|----------------------|------------|
| Deliverable Tied to Payment | Position | Hourly Rate | Anticipated Hours per Year | Position Description | Total Cost |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| COST AMOUNT (sum of total cost above) | \$ | | | | |

| Year Two: September 1, 2023 to August 31, 2024 | | | | | |
|--|----------|-------------|----------------------------|----------------------|------------|
| Deliverable Tied to Payment | Position | Hourly Rate | Anticipated Hours per Year | Position Description | Total Cost |
| | | | | | |
| | | | | | |

| | | | | | |
|---|----|--|--|--|--|
| | | | | | |
| | | | | | |
| COST AMOUNT (sum of total cost above) | \$ | | | | |

| Year Three: September 1, 2024 to August 31, 2025 | | | | | |
|--|----------|-------------|-------------------------------|-------------------------|------------|
| Deliverable Tied to Payment | Position | Hourly Rate | Anticipated Hours per Year | Position Description | Total Cost |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| COST AMOUNT (sum of total cost above) | \$ | | | | |

Total Cost for all 3 years (Fixed Rate Deliverables + Technical Assistance and Optional Activities Hourly Rate) \$_____

ATTACHMENT VI: REGIONAL MAP

