

LOUISIANA



DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS

FISCAL/EMPLOYER AGENT FOR SELF-DIRECTED SERVICES

LOUISIANA DEPARTMENT OF HEALTH
Bureau of Health Services Financing

RFP # 30000012241

Proposal Due Date/Time: May 6, 2019 4:00 PM CT

Release Date: April 2, 2019

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GLOSSARY

508 Compliant: This refers to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), which requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

42 U.S.C. 1396n (Sec. §1915(c)): The provision of the Social Security Act that authorizes the Secretary of HHS to grant waivers of certain Medicaid statutory requirements so that a state may furnish home and community services to Medicaid beneficiaries who need a level of institutional care that is provided in a hospital, nursing facility or Intermediate Care Facility for the Developmentally Disabled (ICF/DD).

Adult Day Health Care Waiver (ADHC): A Louisiana Medicaid 1915(c) waiver approved by CMS to offer supplemental services and supports as an alternative to nursing facility care to elders age 65 years or those 22 through 64 years of age with a physical disability to assist them to remain in or return to the community.

BHSF: Bureau of Health Services Financing.

Bureau of Health Services Financing: The agency within the Louisiana Department of Health responsible for day-to-day administrative operations of the Louisiana Medicaid Program.

Can/May: Denotes a preference, but not a mandatory requirement.

Children's Choice Waiver (CC Waiver): A Louisiana Medicaid 1915(c) waiver approved by CMS to offer supplemental support to children through age 21 with developmental disabilities who currently live at home with their families or with a foster family.

Centers for Medicare and Medicaid Services: The agency in the U.S. Department of Health and Human Services (DHHS) responsible for federal administration of the Medicare and Medicaid programs.

CMS: Centers for Medicare and Medicaid Services.

Common Law Employer: A common law employer-employee relationship generally exists when the person for whom services are performed has the authority to control and direct the individual who performs the services, not only as to the result to be accomplished, but also as to the detail and means by which that result is accomplished.

Community Choices Waiver (CCW): A Louisiana Medicaid 1915(c) waiver approved by CMS to offer supplemental services and supports to elders and adults with disabilities to assist them to remain in or return to the community.

Complaint: A verbal or written expression of dissatisfaction which requires resolution.

Contractor: Any person having a contract with a governmental body; the selected Proposer of this RFP.

Contract Monitor: A person designated by the Department to be responsible for negotiating, administering, and enforcing the terms and conditions of the contract. The contract monitor is the Department's primary point of contact through which all contracting information flows between the Department and the Fiscal/Employer Agent (F/EA).

Database Administrator: An information technology professional who is responsible for the development and design of database strategies; system monitoring and improving database performance and capacity; planning for future expansion requirements; and planning, coordinating and implementing security measures to safeguard the database.

Department: Louisiana Department of Health; LDH.

Direct Service Worker (DSW)/Domestic Service Worker: A person who is paid to provide personal care and other direct service and support to persons with disabilities, or to the elderly to enhance their well-being.

Division of Administration: The Division of Administration is the executive office of the State which oversees the

general management of all state finances and financial operations.

DOA: Louisiana Division of Administration.

Employer(s): A participant and/or responsible representative that selects the self-direction option for receiving personal care services and supports, and exercises full decision-making authority over their direct service workers.

Federal Employer Identification Number: A 9-digit code used by businesses in order to classify and identify them as a tax payer, for banking services and other official and legal purposes.

Federal Insurance Contributions Act tax: The Federal law that authorizes taxes on the wages of employed persons to provide for contributions to the Federal Old Age, Survivors and Disability Insurance (OASDI – Social Security) and Medicare Health Insurance (Part A) programs. Covered workers and their employers pay FICA taxes in equal amounts.

FEIN: Federal Employer Identification Number.

FICA: Federal Insurance Contributions Act tax.

Financial Management Services (FMS): A support that is provided to waiver participants who direct some or all of their waiver services. This support may be furnished as a waiver service or conducted as an administrative activity. When used in conjunction with the Employer Authority, this support includes, but is not necessarily limited to, operating a payroll service for participant employed workers and making required payroll withholdings. When used in conjunction with the Budget Authority, this support includes, but is not necessarily limited to, paying invoices for waiver goods and services and tracking expenditures against the participant-directed budget.

Fiscal/Employer Agent (F/EA): The contractor with whom BHSF will contract to provide financial management services to participants enrolled in an approved Medicaid self-direction option/program. The F/EA will operate as a Vendor Fiscal/Employer Agent in accordance with Section 3504 of the Internal Revenue Code, IRS Revenue Procedure 2013-39, and IRS Notice 2003-70.

FUTA: Federal Unemployment Tax Act.

Health Insurance Portability and Accountability Act (HIPAA) Rules: Refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (HITECH) Act of the American Recovery and Reinvestment Act of 2009.

HIPAA: Health Insurance Portability and Accountability Act.

Home and Community-Based Services (HCBS) Waiver: An optional Medicaid program established under 42 U.S.C. 1396n (Section 1915(c) of the Social Security Act) designed to provide services in the community as an alternative to institutional services to persons who meet the requirement of an institutional level of care. It provides a collection of services through an approved CMS waiver that are provided in a community setting through enrolled providers of specific Medicaid services. The number of individuals receiving these services is limited to the number of approved and available waiver opportunities.

Intermediate Care Facility for Individuals with Developmental Disabilities (ICF/DD): A public or private facility that provides health and habilitation services to individuals with developmental disabilities. ICF/DDs have four (4) or more beds and provide “active treatment” to their residents.

IRS: Internal Revenue Service.

LGE: Local Governing Entity.

Long Term-Personal Care Services (LTPCS): A service offered under the Louisiana Medicaid State Plan to provide assistance with the activities of daily living and instrumental activities of daily living to qualified Medicaid participants age 21 and over.

Louisiana Department of Health (LDH): The state agency responsible for administering the state’s Medicaid programs and other health and related services including public health, mental health, developmental disabilities, and addictive disorder services in Louisiana.

Louisiana Service Reporting System (LASRS): The LASRS system is a web based application for collecting check-in and check-out times electronically for HCBS.

Medicaid Fiscal Intermediary: The private contractor with whom LDH contracts to operate the Medicaid Management Information System. It processes claims for Medicaid services provided under the Medicaid Assistance Program, issues appropriate payment, and provides assistance to providers on claims.

Medicaid Management Information System (MMIS): A claims processing and information retrieval system designed to improve the management and control of service expenditures and reduce program costs through effective claims processing and utilization control.

Medicaid Program Support and Waivers (MPSW): The organizational section within BHSF responsible for the self-direction contract.

Medicaid State Plan: The formal agreement between Louisiana and CMS regarding the policies and payment methodologies governing the administration of Louisiana’s Medicaid program.

Must: Denotes a mandatory requirement.

New Opportunities Waiver (NOW): A Louisiana Medicaid 1915(c) waiver approved by CMS to offer individuals age 3 and older who otherwise would require the level of care of an Intermediate Care Facility for individuals with Developmental Disabilities (ICF/DD) services that allow them to remain in their communities.

Nursing Facility (NF): A facility which meets the requirements of sections 1819 or 1919(a), (b), (c), and (d) of the Social Security Act. A nursing facility provides long term care and placement for those individuals who meet the eligibility requirements.

Office of Aging and Adult Services (OAAS): The office in LDH that is responsible for the management and oversight of certain Medicaid home and community-based state plan and waiver services for individuals age 65 and older and individuals ages 21 – 64 with a physical disability. The office also provides protective services for vulnerable adults ages 18-59. OAAS serves as one of the State of Louisiana’s voter registration agencies.

Office of Behavioral Health (OBH): The office in LDH that is responsible for behavioral health services provided to Louisiana Medicaid enrollees.

Office for Citizens with Developmental Disabilities (OCDD): The office in LDH that is responsible for the day-to-day operation and administration of the Medicaid waivers that offer services to individuals with developmental disabilities.

Office of Public Health (OPH): The office in LDH that is responsible for personal and environmental health services.

Operating Agencies: Refers to the two (2) LDH agencies, Office of Aging and Adult Services (OAAS) and Office for Citizens with Developmental Disabilities (OCDD), that operate the CMS-approved home and community-based service programs that are under the administrative authority of Louisiana’s Medicaid program.

Original: Denotes must be signed in ink or electronically as indicated in La. R.S. 9.2607.

PACE: Program of All-Inclusive Care for the Elderly.

Participant: An individual who has met Medicaid waiver or Medicaid State Plan personal services entrance requirements, chooses to receive Medicaid waiver or Medicaid State Plan personal care services, and subsequently receives Medicaid waiver or Medicaid State Plan personal care services authorized in a service plan.

Participant Direction: Provision of the opportunity for a waiver participant to exercise choice and control in identifying, accessing, managing waiver services, and other supports in accordance with their needs and personal preferences.

PCA: Personal Care Attendant.

Plan of Care (POC): A written plan developed by the participant, his/her authorized representative and support coordinator that is based on assessment results and specifies services to be accessed and coordinated by the support coordinator on the participant’s behalf. It includes long-range goals, assignment of responsibility, and time frames for completion or review by the support coordinator.

Prior Authorization Period: The period of time in which authorization for service delivery based on the participant's approved Plan of Care has been released. Prior authorization must be obtained before any waiver services can be provided.

Procurement: The buying, purchasing, renting, leasing, or otherwise obtaining any supplies, services, or major repairs. It also includes all functions that pertain to the obtaining of any public procurement, including description of requirements, selection and solicitation of sources, preparation, evaluation, and award of contract, and all phases of contract administration.

Program of All-Inclusive Care for the Elderly (PACE): This program coordinates and provides all needed preventive, primary, acute, and long-term care services so that older individuals can continue living in the community. The emphasis is on enabling senior citizens to remain in their communities while enhancing their quality of life.

Programmer: A specialist who writes computer software or code for many kinds of software.

Proposer: An entity or individual who responds to this RFP.

Prospective DSW: A Direct Service Worker who has submitted an application and is proceeding through the application process to become a DSW for a participant in the Medicaid waiver.

Reporting Agency: Is defined by the IRS (Notice 2003-70) as an accounting service, franchiser, bank, service bureau, or other entity authorized to perform one or more acts on behalf of an employer, including signing and filing Forms 940 and 941 and making federal tax deposits for the taxes reported in those forms. For the purpose of this Request for Proposal, the F/EA will not be allowed to use the services of a Reporting Agency. All contracted tasks must be performed by the F/EA in-house.

Request for Proposals (RFP): The process used by the state in public procurement of contracted services, supplies, or repairs including description of requirements, selection and solicitation of sources, preparation and award of contract.

Residential Options Waiver (ROW): A Louisiana Medicaid 1915c waiver approved by CMS to offer individuals of all ages services designed to support them to move from ICF/DDs and nursing facilities to community-based settings and to serve as an alternative to institutionalization.

Responsible Representative: An adult who has been designated by the participant to act on his/her behalf with respect to his/her services. The written designation of a responsible representative does not give legal authority for that individual to independently handle the participant's business without the participant's involvement. In the case of an interdicted individual, the responsible party must be the curator appointed by the court of competent jurisdiction.

Self-Direction: Provision of the opportunity for a waiver participant to exercise choice and control in identifying, accessing, and managing waiver services and other supports in accordance with their needs and personal preferences; Participant Direction.

Shall/Will: Denotes a mandatory requirement.

Should: The term "should" denotes a desirable action.

SOC: Service Organization Controls Report.

SSAE: Statements on Standards for Attestation Engagements.

State: Used to refer to the State of Louisiana.

Successful Proposer: The successful Proposer is the entity to whom the contract is awarded for purposes of this RFP and is used interchangeably throughout this RFP with the terms Contractor and Fiscal Employer Agent.

Support Coordinator (SC): A person who is employed by a public or private entity compensated by the State of Louisiana through the Medicaid State Plan or waiver services to create and coordinate a comprehensive Plan of Care, which identifies all services and supports deemed necessary for the participant to remain in the community as an alternative to institutionalization.

Supports Waiver (SW): A Louisiana Medicaid 1915(c) waiver designed to enhance the home and community based supports and services available to recipients with developmental disabilities who require the level of care of an Intermediate Care Facility for the Developmentally Disabled (ICF/DD).

SUTA: State Unemployment Tax Act.

Target Population: Individuals enrolled in an approved Medicaid self-direction program.

US Citizenship and Immigration Service: The Federal agency responsible for immigration service functions, which was formed to enhance the security and improve the efficiency of national immigration services by exclusively focusing on the administration of benefit applications.

USCIS: US Citizenship and Immigration Service.

Vendor: Supplier of goods and/or services to the self-direction employer.

1. GENERAL INFORMATION

1.1. Background

- 1.1.1.** The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to 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 the services of others, and the utilization of available resources in the most effective manner.
- 1.1.2.** LDH is comprised of the Office of the Secretary and the Office of Management & Finance under the supervision of the Secretary. The Bureau of Health Services Financing (BHSF) is under the Office of Management & Finance (OMF) and the following program offices are under the Office of the Secretary: 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).
- 1.1.3.** Within this structure, OCDD and OAAS currently serve as the operating agencies/program offices for Medicaid-funded home and community-based services (HCBS) programs. OCDD and OAAS have state offices located in Baton Rouge. OAAS oversees regional waiver operations performed by OAAS regional offices. OCDD oversees waiver operations performed by Local Governing Entities (LGEs). The state operating agencies share responsibility with the regional offices and LGEs to meet the federally-mandated assurances and sub-assurances.
 - 1.1.3.1.** OCDD currently operates the following waivers for individuals with developmental disabilities:
 - 1.1.3.1.1.** Children’s Choice (CC) Waiver;
 - 1.1.3.1.2.** New Opportunities Waiver (NOW);
 - 1.1.3.1.3.** Residential Options Waiver (ROW); and
 - 1.1.3.1.4.** Supports Waiver (SW).
 - 1.1.3.2.** OAAS currently operates the following HCBS programs for the elderly and/or individuals with adult-onset disabilities:
 - 1.1.3.2.1.** Community Choices Waiver (CCW);
 - 1.1.3.2.2.** Adult Day Health Care (ADHC) Waiver;
 - 1.1.3.2.3.** Long Term-Personal Care Services (LTPCS); and
 - 1.1.3.2.4.** Program of All-Inclusive Care for the Elderly (PACE).
- 1.1.4.** In Louisiana, Medicaid is administered by BHSF. Medicaid is the public assistance program that finances primary and preventative health care coverage to low-income families, and long-term care to low-income seniors and persons with disabilities. Medicaid is funded by both the federal and State government and covers a wide range of services including physician, hospital, nursing home, and home and community-based services.
- 1.1.5.** BHSF operates a Medicaid Management Information System (MMIS) for the purpose of paying claims for covered medical services and for the management of Medicaid vendor payments. MMIS is a claims processing and information retrieval system designed to improve the management and control of service expenditures, and reduce program costs through effective claims processing and utilization control.
- 1.1.6.** To ensure compliance with federal regulations governing waivers and state-plan home and community-based services (HCBS), BHSF created the Medicaid Program Support and Waivers (MPSW) Section to oversee the administration of all Medicaid waiver programs and HCBS within Louisiana. MPSW staff monitor contracts that assist Medicaid with complying with CMS guidelines and with maintaining its administrator authority over HCBS.

- 1.1.7.** The Centers for Medicare and Medicaid Services (CMS) approved the self-direction option for personal care services which is currently being utilized by individuals enrolled in:
- 1.1.7.1. The New Opportunities Waiver (NOW), which serves individuals age 3 and older who otherwise would require the level of care of an Intermediate Care Facility for the Developmentally Disabled (ICF/DD) services program;
 - 1.1.7.2. The Community Choices Waiver (CCW), which provides services and supports to elders or adults with disabilities;
 - 1.1.7.3. The Children's Choice Waiver (CC Waiver), which provides supplemental support to children through age 18 who currently live at home with their families or with a foster family; and
 - 1.1.7.4. The Residential Options Waiver (ROW), which has no age restriction and provides opportunities for individuals with developmental disabilities to transition from intermediate care facilities/developmental disabilities or nursing home facilities.
- 1.1.8.** The current Fiscal/Employer Agent Contractor provides financial management services for approximately twelve hundred (1,200) participants in NOW, CC Waiver, CCW, and ROW with an average of fifteen to twenty (15-20) new participants enrolling each month.

1.2. Purpose

- 1.2.1.** The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Proposers to provide financial management services to Medicaid participants enrolled in an approved self-directed program, such as managing payroll, providing bill pay functions, and distributing funds contained in individual participant budgets.
- 1.2.2.** The State reserves the right to make multiple awards.

1.3. Invitation to Propose/Mandatory Qualifications

- 1.3.1.** LDH BHSF is inviting qualified Proposers to submit proposals for services to provide financial management services in accordance with the specifications and conditions set forth herein.
- 1.3.2.** To be considered for award, Proposers must demonstrate the following minimum qualifications prior to the deadline for submission of proposals:
- 1.3.2.1. Submit evidence of ten (10) years of experience in providing financial management services to Medicaid participants age 65 and older and individuals with an intellectual/developmental or physical disability; evidence must show that the Proposer has provided such services to a minimum of five hundred (500) individuals during each of the two (2) years immediately preceding the submission of the proposal.
 - 1.3.2.2. Submit evidence of a minimum of ten (10) years of experience in operating as a Vendor Fiscal/Employer Agent under Section 3504 of the Internal Revenue Code, IRS Revenue Procedure 2013-39, and IRS Proposed Notice 2003-70, and experience in federal and State income tax withholding, Medicare and Social Security taxes (FICA), unemployment (FUTA and SUTA) taxes, State tax, and knowledge of federal and State labor laws related to household employment.
 - 1.3.2.3. Submit evidence of a minimum of ten (10) years of experience in facilitating the employment of staff for Medicaid HCBS program Participants.
 - 1.3.2.4. Submit evidence of a separate Federal Employer Identification Number (FEIN) for the sole purpose of filing certain federal employment tax forms and making federal payments on participant's behalf.
 - 1.3.2.5. Certify that the Proposer is not an organization that provides support services consultations, agency-provider services, goods, or personal care attendant (PCA) vendor services or supports.
 - 1.3.2.6. Submit evidence of securing workers' compensation insurance coverage for self-direction participants, including steps taken to successfully secure coverage.

- 1.3.2.7. Submit audited financial statements for each of the last three (3) fiscal years immediately preceding the submission of the proposal.
 - 1.3.2.8. Submit evidence of an available line of credit or a cash reserve of at least one million dollars (\$1,000,000.00) by including a letter from a bank certifying the amount and availability of funds.
 - 1.3.2.9. Submit at least two (2) customer references for performance on similar type projects within the last twenty-four (24) months. References should include the name, email address, and telephone number of each contact person.
- 1.3.3.** Proposals submitted by Proposers who fail to demonstrate the minimum qualifications set forth in section 1.3.2 will be rejected and will not be considered for award.

1.4. RFP Revisions

- 1.4.1.** In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential Proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

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

May also be posted at:

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

- 1.4.2.** It is the responsibility of the Proposer to check the DOA website for addenda to the RFP, if any.

2. ADMINISTRATIVE INFORMATION

2.1. RFP Coordinator

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

Theresa Thibodeaux
Louisiana Department of Health
Bureau of Health Services Financing
Medicaid Program Support and Waivers
628 N 4th Street, 6th floor
Baton Rouge, LA 70802
Email: Theresa.Thibodeaux@LA.GOV
Fax: (225) 342-9168

- 2.1.2.** 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 members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in rejection of the proposal.

- 2.1.3.** This RFP is available in pdf at the following web links:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and
<http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

2.2. Proposer Inquiries

- 2.2.1.** The Department will consider written inquiries regarding the requirements of the RFP or Scope of Work provided by the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

May also be posted at: <http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

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

2.3. Pre-Proposal Conference

- 2.3.1.** Not applicable for this RFP.

2.4. Schedule of Events

- 2.4.1.** LDH reserves the right to deviate from this Schedule of Events.

Schedule of Events	
Public Notice of RFP	Tuesday, April 2, 2019
Deadline for Receipt of Written Questions	Tuesday, April 9, 2019 at 4:00 pm
Response to Written Questions	Wednesday, April 24, 2019
Deadline for Receipt of Written Proposals	Monday, May 6, 2019 at 4:00 p.m.
Contract Award Announced, on or about	Friday, June 7, 2019
Contract Begins on or about	Tuesday, October 1, 2019

3. SCOPE OF WORK

3.1. Project Overview

3.1.1. The Contractor shall assist the Department in complying with the Centers for Medicare and Medicaid (CMS) guidelines for financial management in self-direction, including but not limited to:

- 3.1.1.1. Verifying qualifications (criminal background check, etc.) of Direct Service Workers (DSWs);
- 3.1.1.2. Processing payroll, withholding and filing and paying applicable federal income tax withholding, FICA and FUTA, SUTA and State income taxes;
- 3.1.1.3. Disbursing payment to all DSWs identified in the participant's approved plan of care and budget;
- 3.1.1.4. Billing for expenditures disbursed, based on the approved plan of care and budget, and making refunds to Louisiana Medicaid as appropriate;
- 3.1.1.5. Maintaining all records related to the DSWs' payroll, taxes and benefits;
- 3.1.1.6. Producing and sending periodic reports to BHSF as set forth herein; and
- 3.1.1.7. Providing support to participants in the self-direction process.

3.1.2. Participants/Responsible Representatives serve as employers under the CMS Employer Authority guidance. Participants/Responsible Representatives' decision making authority includes:

- 3.1.2.1. Recruit staff;
- 3.1.2.2. Hire staff;
- 3.1.2.3. Verify staff qualifications;
- 3.1.2.4. Receive criminal history and/or background investigation results;
- 3.1.2.5. Specify additional staff qualifications based on participant needs and preferences so long as such qualifications are consistent with the qualifications specified in the waiver application;
- 3.1.2.6. Determine staff duties consistent with the service specifications in the waiver application;
- 3.1.2.7. Determine individual staff wages and benefits;
- 3.1.2.8. Schedule staff;
- 3.1.2.9. Orient and instruct staff in duties;
- 3.1.2.10. Supervise staff;
- 3.1.2.11. Evaluate staff performance;
- 3.1.2.12. Verify time worked by staff and approve time sheets; and
- 3.1.2.13. Discharge staff (common law employer).

3.1.3. The contract may be modified in the future to include other components, if state or federally required. Such modifications would be implemented through an allowable contract amendment which requires approval by the Office of State Procurement, and cost shall be negotiated within the State's current budgetary status. Inclusions may include:

- 3.1.3.1. Processing of payment for independent Contractors who provide services to participants;
- 3.1.3.2. Managing of invoices for goods and services rendered and included in the participants' service plans and budgets; or

- 3.1.3.3. Making available a package of insurance options including disability, health, and/or life insurance for DSWs employed by participants.
- 3.1.3.4. Additional waivers and/or target populations may be added upon request and approval from CMS.

3.2. Contractor Responsibilities:

3.2.1. The Contractor shall:

- 3.2.1.1. Have a customer service operation system in place physically located in the United States;
- 3.2.1.2. Have policies, procedures, and internal controls in place to stay up-to-date with Federal and State tax, labor, immigration, workers' compensation, and program regulations to perform effectively as a Fiscal/Employer Agent (F/EA) and limit any risk of liability as a result of non-compliance;
- 3.2.1.3. Provide financial management services statewide to Medicaid enrollees residing in all sixty-four (64) Louisiana parishes;
- 3.2.1.4. Establish and maintain registration with the Louisiana Secretary of State;
- 3.2.1.5. Inform participants of changes that relate to self-direction;
- 3.2.1.6. Show proof of a separate FEIN for the sole purpose of filing certain federal employment tax forms and making federal payments on the participant's behalf. This FEIN must only be used for processing wages and federal forms and taxes for the participant-employers it represents as agent and not for processing wages and related federal forms and taxes for employees of parent organizations or sub-entities. This FEIN must be obtained in addition to the F/EA organization's corporate FEIN;
- 3.2.1.7. Obtain a FEIN for each Medicaid self-direction participant it represents and maintain copies of the participant's FEIN, IRS FEIN notification, and the filed Form SS-4 in the participant's file;
- 3.2.1.8. Retire participants' FEIN when they are no longer employers;
- 3.2.1.9. Prepare and submit a signed IRS Form 2678 for each participant it represents and maintain documentation (copy of IRS 2678, Request for Approval Letter, and IRS Notification of F/EA Approval) on file;
- 3.2.1.10. Revoke the IRS Form 2678 for each participant it no longer represents in accordance with IRS requirements and maintain documentation in each participant's file;
- 3.2.1.11. File a signed IRS Form 8821 for each participant it represents and maintain copies of the Form in each participant's file;
- 3.2.1.12. Renew IRS Form 8821 for each applicable participant at the appropriate time and maintain copies of the renewals in each participant's file;
- 3.2.1.13. Revoke the IRS Form 8821 when the agent no longer represents the participant and maintain documentation in each participant's file;
- 3.2.1.14. Obtain a State power of attorney (for State income tax, unemployment tax or both, as required by the State) from each participant it represents, and maintain documentation in each participant's file;
- 3.2.1.15. Revoke a State power of attorney (for State income tax, unemployment tax or both, as required by the State) when it no longer represents a participant, and maintain documentation in each participant's file;
- 3.2.1.16. Develop and implement policies and procedures to accommodate expansion of participants into the self-direction program; and

3.2.1.17. Enroll as a Medicaid provider and follow all relevant Medicaid provider rules (see link: [General Information and Administration Provider Manual](#)).

3.3. Deliverables

3.3.1. General Requirements and Expected Outcomes

3.3.1.1. The Contractor shall provide the following services:

- 3.3.1.1.1. File and deposit federal taxes (federal income tax withholding, Medicare and Social Security, and federal unemployment taxes) and any unfulfilled federal tax obligations, including penalties and interest, even before approval is received from the IRS to serve as an agent for an individual participant;
- 3.3.1.1.2. Bill the LDH Fiscal Intermediary for all Medicaid service claims at least bi-weekly (every two weeks);
- 3.3.1.1.3. Resolve all billing discrepancies timely and pursuant to Medicaid policy;
- 3.3.1.1.4. Utilize a BHSF approved current technology-based accounting system that operates effectively on a large scale;
- 3.3.1.1.5. Utilize a BHSF approved payroll system and payroll calendar that addresses all related tax obligations;
- 3.3.1.1.6. Utilize a BHSF approved accounting and information system to track and report service expenditures;
- 3.3.1.1.7. Prepare and maintain a policies and procedures manual approved by BHSF which describes the policies, procedures, and internal controls for all tasks related to the F/EA function. The manual must be reviewed annually and updated as necessary, and as directed by BHSF;
- 3.3.1.1.8. Develop, implement, and maintain an online orientation and skills training for participants and responsible representatives, which must be updated annually and/or upon request of BHSF and which is subject to approval by BHSF;
- 3.3.1.1.9. Have a functional disaster recovery plan in place for restoring software and master files, and hardware backup in the event management information systems are disabled to ensure the payroll and payment systems remain intact. This plan should be tested and revised annually and results submitted to LDH for review and approval;
- 3.3.1.1.10. Maintain the confidentiality of participant information in accordance with HIPAA requirements, as amended;
- 3.3.1.1.11. Be culturally sensitive and emphasize the philosophy of self-direction in all business practices in order to communicate effectively with participants;
- 3.3.1.1.12. Receive approval from BHSF before conducting any marketing, including approval of marketing materials (BHSF approval on materials is generally less than thirty (30) days and BHSF reserves the right to reject any and all materials);
- 3.3.1.1.13. Receive approval from BHSF for all materials, participant and DSW letters, rates, and forms prior to dissemination or implementation; and
- 3.3.1.1.14. Attend meetings (e.g. conference call, video-conference) as requested by BHSF.

3.3.2. Programmatic Responsibility for the F/EA

- 3.3.2.1. Verify qualifications of new DSWs;
- 3.3.2.2. Disburse payment to all DSWs hired by participants enrolled in the self-direction option;
- 3.3.2.3. Process payroll, withhold and file and pay applicable federal income tax withholding, FICA and

FUTA, SUTA and State income taxes;

3.3.2.4. Bill for expenditures disbursed, based on the approved plan of care and budget, and make refunds to Louisiana Medicaid as appropriate;

3.3.2.5. Set up accounting records to track expenses for each participant's approved budget;

3.3.2.6. Set up procedures for payroll and non-labor items;

3.3.2.7. Maintain all records related to the DSW's payroll, taxes and benefits;

3.3.2.8. Be responsible for retaining all criminal background checks for all DSWs hired by a self-direction participant;

3.3.2.9. Provide customer support, which includes but is not limited to:

3.3.2.9.1. Conducting background checks, including criminal history conviction(s), DSW registry, and state and federal Medicaid exclusion checks for participants' DSWs as required by the Department. A fingerprint-based search should be utilized for criminal background checks if adopted by the Department;

3.3.2.9.2. Assisting with verification of DSWs' authorization to work;

3.3.2.9.3. Collecting and processing DSW timesheets;

3.3.2.9.4. Training and education in reading and understanding participant expenditure reports;

3.3.2.9.5. Producing other periodic reports timely which include, but are not limited to:

3.3.2.9.5.1. Individual budget expenditure reports with name of participant/employer;

3.3.2.9.5.2. Monies expended broken out per DSW;

3.3.2.9.5.3. Dates of services; and

3.3.2.9.5.4. Total units/costs billed.

3.3.3. Operations Responsibilities for the F/EA

3.3.3.1. Preparation and Distribution of Participant Enrollment and DSW Employment Packets

3.3.3.1.1. The F/EA must provide a system, documented internal controls, and written policies and procedures for:

3.3.3.1.1.1. Producing and distributing the participant enrollment packets;

3.3.3.1.1.2. Collecting And processing the information contained in the participant enrollment packet;

3.3.3.1.1.3. Maintaining documentation in each participant's file; and

3.3.3.1.1.4. Preparing, having available, distributing, and providing instructions on completing the enrollment packet and orienting the participant to the self-direction program. The enrollment packet must be user-friendly; written at, or below, sixth grade reading level; sent to the participant within two (2) business days of request to enroll in self-direction; and forms included in the packet should be partially populated in advance where appropriate in order to assist participants in their accurate completion.

3.3.3.1.2. Participant Enrollment Packets must include:

3.3.3.1.2.1. F/EA brochure that includes information about the F/EA's services and operations (e.g., roles and responsibilities of the F/EA, hours of operation, toll-free number, key F/EA staff and contact information, web address, and mailing

address);

3.3.3.1.2.2. Federal and State forms the participant must complete, such as IRS Forms SS-4, 2678, and 8821, and State power of attorney form(s) as applicable;

3.3.3.1.2.3. Service agreement form;

3.3.3.1.2.4. Other applicable consent and agreement forms;

3.3.3.1.2.5. Workers' compensation insurance coverage (*e.g.*, description of coverage, how to file a claim);

3.3.3.1.2.6. Payment schedule;

3.3.3.1.2.7. Timesheet submittal information;

3.3.3.1.2.8. Timesheet and instructions;

3.3.3.1.2.9. Rate sheet; and

3.3.3.1.2.10. Sample payroll report and instructions.

3.3.3.1.3. The F/EA must process the participant's enrollment information within seven (7) business days after it is received and must notify the participant if any paperwork is missing or incomplete. If the participant is required to submit additional/corrected information, then the F/EA must process this information within two (2) business days from the date of receipt of the new paperwork. The F/EA should process the new information immediately upon receipt.

3.3.3.1.4. The F/EA must have a system in place, internal controls documented, and written policies and procedures for producing and distributing:

3.3.3.1.4.1. The DSW employment packet;

3.3.3.1.4.2. Collecting and processing the information contained in the employment packet; and

3.3.3.1.4.3. Maintaining documentation in each DSW's file.

3.3.3.1.5. The employment packet, which should be distributed within two (2) business days of request, must be user-friendly; written at, or below, sixth grade reading level; and contain all required information about the F/EA, one-page employment application, Federal and State forms and instructions (*e.g.*, IRS Form W-4, L-4 (State version of W-4), USCIS Form I-9, and IRS Notice 797), criminal background check authorization form, payment information (*e.g.*, direct deposit, mailed check), and agreements and documents to enroll DSWs into the F/EA's payroll system.

3.3.3.1.6. The F/EA must process the prospective DSW's paperwork (employment packet) within four (4) business days after it is received and must notify the participant of the DSW's hire status. The F/EA is responsible for ensuring that the DSW meets the qualifications set by the Department before clearing a DSW for hire and/or processing payment for the DSW on behalf of the participant.

3.3.3.2. Management of Participant's Budget Funds

3.3.3.2.1. The F/EA must have a system in place, written policies and procedures, and internal controls documented for receiving and maintaining participants' initial and updated plans of care and budgets;

3.3.3.2.2. The F/EA must have internal controls documented for monitoring billing of the State's Medicaid Management Information System. All billings must be submitted in the current BHSF format, as amended; and

3.3.3.2.3. The F/EA must have information systems in place, written policies and procedures,

and internal controls documented to receive and disburse participants' Medicaid budget funds and track budget funds received, disbursed and remaining balances for each participant individually and in the aggregate.

3.3.3.3. Payroll Process for F/EA:

3.3.3.3.1. The F/EA must:

- 3.3.3.3.1.1. Have a system in place, written policies and procedures, and internal controls documented for:
 - 3.3.3.3.1.1.1. Collecting and processing an IRS Form W-4 and Form L-4 from each DSW for whom it processes payroll and maintaining a copy of the form in each DSW's file;
 - 3.3.3.3.1.1.2. Assisting Participants in verifying DSW's citizenship and alien status by collecting a completed USCIS Form I-9 for every DSW for whom it processes payroll in each DSW's file and maintaining a copy of the form in each DSW's file;
 - 3.3.3.3.1.1.3. Processing criminal background checks, including state and federal Medicaid exclusion checks and DSW registry checks on prospective DSWs as required by the Department, notifying the Department and participant of the results, and maintaining copies of the documentation in the DSWs' files as required by the Department;
 - 3.3.3.3.1.1.4. Preventing prospective DSWs from being hired if they are barred from employment for patient abuse or neglect, for Medicaid or Medicare program related crimes or felony convictions for health care fraud or controlled substance offenses, or if they do not meet the training or program requirements established by the Department;
 - 3.3.3.3.1.1.5. Verifying each DSW's Social Security number and maintaining the appropriate documentation in each DSW's file;
 - 3.3.3.3.1.1.6. Verifying the State of residence for each DSW through examination of, but not limited to, State-issued identification cards, such as a driver's license, and maintaining the appropriate documentation in each DSW's file;
 - 3.3.3.3.1.1.7. Ensuring that DSWs are paid in compliance with Federal and State Department of Labor wage and hour rules for regular and overtime pay;
 - 3.3.3.3.1.1.8. Enabling participant/employers to negotiate and pay different rates to different workers; and
 - 3.3.3.3.1.1.9. Reporting new hires per Department requirements and maintaining documentation in the participant's file.
- 3.3.3.3.1.2. Design and produce a user-friendly timesheet and instructions for completing and submitting the timesheet;
- 3.3.3.3.1.3. Indicate in pay stubs and pay statements when overtime was earned;
- 3.3.3.3.1.4. Design the pay period to align with the defined work week (Sunday 12:00 a.m. midnight – Saturday 11:59 p.m.);
- 3.3.3.3.1.5. Indicate in pay statements the remaining hours or dollars in the budget per LDH requirements;
- 3.3.3.3.1.6. Design and produce an expenditure planning tool and instructions for each target population, as requested, to assist participants in managing their budget allocation;

- 3.3.3.3.1.7. Verify through LaSRS or other system designated by LDH that the participant has a current authorization for self-direction and the type and amount of services provided prior to authorizing payment for goods or services on behalf of the participant (documentation in the F/EA's system is required for post authorization to release reimbursement to providers for prior authorized services, and the F/EA must enter all service events into the F/EA's system or other system designated by LDH prior to billing the Fiscal Intermediary in order to receive reimbursement);
- 3.3.3.3.1.8. Notify via e-mail and telephone the BHSF Contract Monitor and participant/employer within four (4) hours if any error by F/EA impacts participants or DSWs;
- 3.3.3.3.1.9. Pay the participant's DSWs in full for net wages earned, not to exceed the authorized number of hours approved;
- 3.3.3.3.1.10. As directed by the Department, process out of cycle checks when timesheets are submitted late due to an error by the participant/employer, Department or its Contractor(s);
- 3.3.3.3.1.11. All payroll processing discrepancies or delays caused by the F/EA shall be corrected within the payroll disbursement cycle regardless of payroll schedule. The F/EA shall have policies and procedures, including timelines, and internal controls to refund employees; reimburse their bank accounts or debit cards; and have bank and debit card fees, penalties, and all costs borne by the F/EA that have resulted from F/EA errors or untimely payments. All untimely and improper checks shall be overnighted within one (1) business day upon the direction of the Department at the F/EA's expense;
- 3.3.3.3.1.12. Have a system, policies and procedures, and internal controls for managing weekly off cycle checks that includes submission to the Department for approval;
- 3.3.3.3.1.13. Make adjustments and voids for prior authorization and data collection with the Medicaid Fiscal Intermediary as necessary;
- 3.3.3.3.1.14. Meet the requirements of the MMIS for transactions, confidentiality, and security, and demonstrate on-going compliance with these requirements;
- 3.3.3.3.1.15. Have a system in place, written policies and procedures, and internal controls documented for:
 - 3.3.3.3.1.15.1. Producing, distributing, collecting, verifying, and processing DSWs' timesheets and maintaining copies in the DSWs' files;
 - 3.3.3.3.1.15.2. Collecting time entry data through various mechanisms including fax, mail, email, and web portal entry;
 - 3.3.3.3.1.15.3. Developing and maintaining a database that is effective for tracking and responding to occurrences of timesheet overbilling and timesheets that cannot be paid due to missing or erroneous information, or an overlap in work hours by the DSW with another self-direction participant;
 - 3.3.3.3.1.15.4. Determining whether the participant's DSWs are family members who might be exempt from paying into FICA, FUTA, and SUTA, and for processing them accordingly;
 - 3.3.3.3.1.15.5. Withholding FICA and federal income tax withholding for all participants it represents and their DSWs per payroll period and for maintaining documentation in the F/EA's files;
 - 3.3.3.3.1.15.6. Filing FICA and federal income tax withholdings using an IRS Form 941 quarterly and in the aggregate with its separate FEIN for all individuals it represents and for maintaining a copy of each IRS Form 941 filed and

other documentation in the F/EA's files;

- 3.3.3.3.1.15.7. Depositing FICA and federal income tax withholdings in the aggregate for all participants it represents using the F/EA's separate FEIN, in accordance with IRS depositing rules and for maintaining documentation in the F/EA's files;
- 3.3.3.3.1.15.8. Withholding FUTA for all participants it represents per payroll period and maintaining documentation in the F/EA's files;
- 3.3.3.3.1.15.9. Filing FUTA using an IRS Form 940 annually in the aggregate using the F/EA's separate FEIN for all participants it represents and maintaining documentation in the F/EA's files;
- 3.3.3.3.1.15.10. Depositing FUTA in the aggregate using the F/EA's separate FEIN quarterly for all participants it represents and maintaining documentation in the F/EA's files;
- 3.3.3.3.1.15.11. Registering participants as employers and obtaining each participant's State income tax registration number for income tax and State Unemployment Tax filing and payment purposes for each participant it represents and maintaining documentation in the participant's file;
- 3.3.3.3.1.15.12. Retiring a participant's State income and unemployment tax registration number when the participant no longer is participating in self-direction and maintaining documentation in the participant's file;
- 3.3.3.3.1.15.13. Withholding, filing, and depositing/paying State income tax and unemployment insurance taxes individually for each participant it represents per State requirements and for maintaining documentation in the participant's file;
- 3.3.3.3.1.15.14. Filing and depositing out-of-state income tax withholdings, as required by the Department or requested by the DSW, for DSWs who reside outside of the state they work in and for maintaining documentation in the DSWs' files;
- 3.3.3.3.1.15.15. Filing and depositing locality taxes related to employment, as applicable, and for maintaining documentation in the participant's file;
- 3.3.3.3.1.15.16. Managing the application of all garnishments, levies, and liens on DSWs' payroll checks in an accurate and timely manner and for maintaining documentation in the participant's file;
- 3.3.3.3.1.15.17. Paying DSWs within the time period required by the State of Louisiana Workforce Commission (e.g., per State "Payday" requirement) and for maintaining documentation in each DSW's file;
- 3.3.3.3.1.15.18. Ensuring that Louisiana labor laws are complied with (See <http://www.laworks.net/laborlawinfo.asp>);
- 3.3.3.3.1.15.19. Processing DSW's direct deposit and for maintaining documentation in the DSW's file;
- 3.3.3.3.1.15.20. Submitting any funds disbursed to DSWs that are unclaimed for all entities (DSWs and vendors) to the State Department of the Treasury in accordance with the State's unclaimed property laws and for maintaining documentation in the DSWs' and vendors' files; and
- 3.3.3.3.1.15.21. Processing wage information requests from Federal and State agencies and other qualified entities and maintaining documentation and correspondence in the DSW's file.

3.3.3.4. End of Federal Tax Year Processes for F/EA

3.3.3.4.1. The F/EA must have a system in place, written policies and procedures, and internal controls documented for:

- 3.3.3.4.1.1. Refunding over collected FICA to applicable individual employers (or State or parish government) and employees in accordance with the annual FICA wage threshold set forth in IRS Publication 15 and for maintaining documentation in the F/EA's files;
- 3.3.3.4.1.2. Preparing, filing and distributing IRS Forms W-2 for DSWs per IRS instructions for agents, for electronic filing when processing two hundred and fifty (250) or more IRS Forms W-2 and for maintaining documentation in the DSWs' files; and
- 3.3.3.4.1.3. Preparing, filing and distributing IRS Forms W-3 in the aggregate for all Participants the agent represents per IRS instructions and for maintaining documentation in the F/EA's files.

3.3.3.5. Customer Service System for F/EA

3.3.3.5.1. The F/EA must:

3.3.3.5.1.1. Have a customer service operation in place, physically located in the United States, that includes:

- 3.3.3.5.1.1.1. A 24/7 toll free telephone number and shall provide prompt (within four (4) rings or less) live answering during business hours (8:00 am to 5:00 pm Central Time Monday-Friday) excluding official state holidays. Unanswered calls shall have no more than a two (2) minute wait before rolling over to an automatic messaging system. The messaging system must provide the option for caller to leave a number for a returned call. The call must be returned within one (1) working day;
- 3.3.3.5.1.1.2. A 24/7 high-speed fax machine;
- 3.3.3.5.1.1.3. Web-based information regarding F/EA services;
- 3.3.3.5.1.1.4. A website that is 508 compliant and has a participant friendly design;
- 3.3.3.5.1.1.5. Capability for internet/email communication and secure email;
- 3.3.3.5.1.1.6. Ability to provide translation and interpreter services (*i.e.*, American Sign Language and services for persons with Limited English Proficiency);
- 3.3.3.5.1.1.7. Written materials in plain English at 6th grade reading level available in alternate formats (e.g., large print, use of telecommunication devices for the hearing and speech impaired, languages other than English);
- 3.3.3.5.1.1.8. Methods for receiving, returning and tracking calls from participants, support coordinators, and DSWs during and after regular business hours;
- 3.3.3.5.1.1.9. Methods for receiving, responding to and tracking complaints from participants, support coordinators, and DSWs within the established time period not to exceed thirty (30) calendar days; and
- 3.3.3.5.1.1.10. Methods for acting as a mandatory reporter, including financial fraud and abuse issues, to the appropriate State agencies.

3.3.3.5.1.2. Develop, implement, and maintain an online orientation and skills training course for participants/responsible representatives and DSWs. Examples of required skill training are fiscal management of payroll, documentation required for all directly hired DSWs, completion of timesheets accurately and timely, and self-direction policies and procedures (consistent with the program's policy and existing handbook). The F/EA will be responsible for making the orientation and skills training available to participants and DSWs

upon the start of the contract. BHSF must approve all elements of the orientation/skill training prior to implementation and revision;

- 3.3.3.5.1.3. Provide training for participants/responsible representatives and DSWs on the Contractor's Electronic Visit Verification (EVV) system;
- 3.3.3.5.1.4. Work with LDH staff, participants, and DSWs to provide training on the completion of State and Federal forms, and provide the necessary forms and packets for participants. The F/EA will be available to answer questions and provide additional training by telephone to support coordinators and participants;
- 3.3.3.5.1.5. Develop and implement customer service training for F/EA staff;
- 3.3.3.5.1.6. Develop and implement an annual participant/responsible representative satisfaction survey, based on Department measuring criteria. The survey questions to be used will be developed by BHSF;
- 3.3.3.5.1.7. Develop policies and procedures that emphasize the application of the philosophy of self-direction and being culturally sensitive in all business practices in order to communicate effectively with a diverse population of participants of all ages and with a variety of needs, disabilities and chronic conditions; and
- 3.3.3.5.1.8. Have written policies and procedures and internal controls documented for implementing the components of its customer service system.

3.3.3.6. Record Management System for F/EA

- 3.3.3.6.1. All participant and DSW records will be the sole property of BHSF and must be returned to BHSF upon termination of the contract.
- 3.3.3.6.2. The F/EA must:
 - 3.3.3.6.2.1. Have a system in place, written policies and procedures, and internal controls documented for establishing and maintaining current and archived participant, DSW, vendor and F/EA files in a secure and confidential manner as required by federal and State rules and regulations (e.g., meet any applicable HIPAA requirements);
 - 3.3.3.6.2.2. Have a functional disaster recovery plan for electronic and hard copy files in place and documented. This plan will include a description of hardware backup if management information systems are disabled and include a process to allow for the continuation of budget allowance disbursements, which would ensure the rapid return to limited operation of at least the following:
 - 3.3.3.6.2.2.1. The accuracy of software and data at return to operation;
 - 3.3.3.6.2.2.2. The ability to return to full capacity as soon as possible;
 - 3.3.3.6.2.2.3. A complete backup of all non-software data sets at the end of each production day;
 - 3.3.3.6.2.2.4. Removal of the resultant discs to an external secure site; these back-up discs should be cycled, on at least, a weekly basis;
 - 3.3.3.6.2.2.5. A server that is designed to employ a method of redundancy for operational integrity and production; and
 - 3.3.3.6.2.2.6. Workstations attached to the network that have sufficient processing capability to be used interchangeably and are able to back up one another until repair or replacement can be achieved on a failed workstation.

- 3.3.3.6.2.3. Have a system in place, written policies and procedures, and internal controls documented for testing and updating the disaster recovery plan for electronic and hard copy files.

3.3.3.7. Brokering Workers' Compensation Insurance

- 3.3.3.7.1. The F/EA must have a system in place, written policies and procedures, and internal controls documented for processing and paying for workers' compensation insurance policies for each participant it represents in accordance with the State's Workers' Compensation Insurance Law and for maintaining the documentation in each participant's file.

3.3.3.8. Policies and Procedures and Internal Controls (Preparing and Maintaining a F/EA Policies and Procedures Manual and Staying Up-to-Date with Federal and State Rules and Regulations Regarding F/EAs and Household Employers)

- 3.3.3.8.1. The F/EA must have a comprehensive F/EA policies and procedures manual which includes all policies and procedures related to the tasks associated with performing the F/EA functions, any overlapping communication and data transmission tasks, and internal controls for monitoring the completion of all F/EA tasks. The manual must be available to all F/EA staff and must be incorporated into all training programs for new and existing F/EA staff. The F/EA's policies and procedures must be approved by BHSF prior to implementation.

- 3.3.3.8.2. The F/EA must have a system in place, written policies and procedures and internal controls for:

- 3.3.3.8.2.1. Maintaining and updating its F/EA policies and procedures manual at least annually, and as needed;

- 3.3.3.8.2.2. Reviewing and updating all IRS forms, instructions, notices and publications related to F/EAs, household employers and domestic service workers and preparing, filing and depositing federal taxes on behalf of household employers/participants it represents at www.irs.gov;

- 3.3.3.8.2.3. Reviewing and maintaining compliance with all applicable US Citizenship and Immigration Service (USCIS) rules, forms (i.e., Form I-9) and instructions (Key web site: www.uscis.gov);

- 3.3.3.8.2.4. Reviewing and maintaining compliance with all applicable Federal Department of Labor rules, forms and instructions related to household employers and domestic service employees pertaining to the Federal Fair Labor Standards Wage and Hour rules (Key website: www.dol.gov);

- 3.3.3.8.2.5. Reviewing and maintaining compliance with all State income tax withholding forms and State unemployment insurance tax forms, instructions and manuals related to F/EAs, household employers and domestic service workers and preparing, filing and depositing State taxes on behalf of household employers/participants it represents (Key website: www.rev.state.la.us);

- 3.3.3.8.2.6. Maintaining compliance with the State's new hire registration process (paper or electronic filing options);

- 3.3.3.8.2.7. Maintaining compliance with State workers' compensation insurance laws pertaining to household employers who hire personal care and other support service workers; and

- 3.3.3.8.2.8. Staying up-to-date with State mandatory disability insurance laws pertaining to household employers who hire personal care and other support service workers, when applicable.

- 3.3.3.8.3. All changes to the F/EA policies and procedures manual must be approved by BHSF in advance of implementation or revision.

3.3.3.9. Reporting Requirements

- 3.3.3.9.1. The F/EA must have a system in place, written policies and procedures, and internal controls documented to prepare and submit required reports (electronic copy) to BHSF in a timely manner. BHSF reserves the right to change reporting requirements and request ad-hoc reports within seven (7) calendar days of notice. The format and data elements of reports must conform to BHSF requirements. The F/EA will be responsible for all programming functions and costs associated with the design, maintenance, or enhancement of the reporting system. The following are required reports:

3.3.3.9.1.1. Monthly (due by the 15th day of the following month):

- 3.3.3.9.1.1.1. Criminal Background Check Reports, which specify the individual name of the participant and DSW, program, date authorization was received and submitted, date results received and reported to participant and Department, and results of check;
- 3.3.3.9.1.1.2. DSW Employee Training Reports (general and participant-specific), which specify the individual name of the participant and DSW, program training by topic, and expiration dates;
- 3.3.3.9.1.1.3. Payroll Reports, which will be mailed to each participant and LDH staff. The payroll report should include the type of program, number of hours and/or units the participant has available for the prior authorization period, the number of hours and/or units used, number of hours and/or units remaining for use, hours and/or units worked by DSW(s), yearly allocated budget amount (if applicable), amount paid to DSW(s) for the current pay check, the remaining allocated budget, check date, amount, number, and taxes by DSW, and any vendor payments;
- 3.3.3.9.1.1.4. Over/under utilization reports, which identify the participant and employee(s), service allotment, period range, period utilization, total utilization and balance information;
- 3.3.3.9.1.1.5. Complaints, which specify the individual name of the participant, name of the person making the complaint, program, reason for complaint, date complaint received, date complaint resolved, and resolution;
- 3.3.3.9.1.1.6. Errors that prevent payment including error code, description of error, and remediation;
- 3.3.3.9.1.1.7. Current and archived listing of participants and DSWs, which includes all applicable enrollment and termination dates, program, physical address, email address, telephone numbers, and last four (4) digits of social security numbers;
- 3.3.3.9.1.1.8. Quantity of calls received, timeliness of answering calls, quantity of abandoned calls, and length of calls; and
- 3.3.3.9.1.1.9. Monthly and historical reports of the participant's budget, authorized services, paid claims, and claims that have not been adjudicated. These reports should include the name and identification number of each participant; services authorized and rate per service for each participant; names of each participant's DSWs and their identification numbers, services provided, dates authorized to provide each service for which they have been hired, termination dates, service code, number of hours of each service provided, hourly rate of pay, check number for each payroll payment, and wages, taxes and insurances paid (as applicable) for the current month and cumulatively; total payments made for each service code by the F/EA on each participant's behalf for the current month and cumulatively; all claims submitted to the F/EA for payment, but not paid and the reason, for each participant for the current month and cumulatively; statement of funds received, funds expended and any

amount remaining; timely identification of participants who are projected to exceed their budget allowance; and identification of participants who incur no expenses in a given month. Other data elements may be added at the discretion of BHSF.

3.3.3.9.1.2. Quarterly (due by the 30th day of the month following the end of the State Fiscal Year Quarter):

- 3.3.3.9.1.2.1. Demographic information (name of participant/employer, parish/LDH-Region, age, gender);
- 3.3.3.9.1.2.2. Medicaid billing reports (names/unique identifier of participants in which claims were submitted, number of units billed, cost of units/services, name & unique identifier of DSW, location of service, dates of service); and
- 3.3.3.9.1.2.3. Review of sample of timesheets for accuracy and timeliness. BHSF will determine any action that will be taken regarding the findings.

3.3.3.9.1.3. Annually (due by the end of the first quarter, *i.e.*, March 31st):

- 3.3.3.9.1.3.1. Expenditure reports (name of participant/employer, monies expended broken out per DSW, number and cost of criminal background checks with name of DSW, number of DSWs per participant/employer, dates of services, total units/costs billed);
- 3.3.3.9.1.3.2. Trend analysis (utilization, costs across programs);
- 3.3.3.9.1.3.3. Participant/responsible representative satisfaction survey; and
- 3.3.3.9.1.3.4. Other reports as required by the Department.

3.3.3.10. Accounting and Banking Requirements

3.3.3.10.1. The F/EA must:

- 3.3.3.10.1.1. Follow Generally Accepted Accounting Principles and practices in the use of general ledger and subsidiary accounting systems and handling of participant funds; and
- 3.3.3.10.1.2. Establish a separate, non-interest bearing bank account so that participant funds are not commingled with funds from any other source.

3.3.4. Service Delivery Location and Service Times

- 3.3.4.1. The Contractor shall be responsible for supplying its own facility or building as part of its performance under the contract. All participant, DSW, vendor, and agency records must be maintained in a secure location with protected health information protected.
- 3.3.4.2. The Contractor shall notify the contract monitor in writing a minimum of thirty (30) calendar days prior to making changes in location which will affect the ability of the agency, participants, DSWs, vendors, and support coordinators to contact the Contractor by telephone, facsimile transmission, electronic mail or U.S. mail.
- 3.3.4.3. A Contractor representative shall be available to agency staff, participants, DSWs, and support coordinators between the hours of 8:00 AM and 5:00 PM Central Time, Monday through Friday (excluding State holidays). At other times messaging shall be available. Calls shall be returned within one (1) business day from the time the message is recorded or letter of inquiry is received.

3.3.5. Business and Professional Qualifications

- 3.3.5.1. The Contractor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Contractor must

employ at least one (1) staff member with a Bachelor's degree in accounting and five (5) years of applicable experience, or a Master's degree in accounting and two (2) years of applicable experience.

- 3.3.5.2. The Contractor must have on staff a database administrator and sufficient programmers with experience in the software languages required.
- 3.3.5.3. The Contractor will designate, subject to BHSF approval, a Project Director for this contract who will have day-to-day authority to manage the overall operations. The Project Director will be available to BHSF by telephone, e-mail, and fax during regular business hours. The Contractor will advise BHSF of the percentage of time the Project Director will devote to the contract and provide an administrative telephone number that will enable BHSF to reach the Project Director directly.
- 3.3.5.4. In the event BHSF determines that the Contractor's staffing levels do not conform to those established by the Contractor, BHSF shall advise the Contractor in writing and the Contractor shall have thirty (30) business days to remedy the identified staffing deficiencies.
- 3.3.5.5. The Contractor shall replace on the project any employee whose continued presence would be detrimental to the success of the project as determined by BHSF with an employee of equal or superior qualifications. The BHSF Contract Monitor will exercise exclusive judgment in this matter.

3.3.6. Transition Plan

- 3.3.6.1. Upon notification of the award, the successful Proposer must work with BHSF to ensure connectivity of all information technology systems; to develop forms and materials for participants and DSWs; and to make adjustments to any of the F/EA's business operations necessary to implement the services described in this RFP.
- 3.3.6.2. Within fifteen (15) calendar days of award, the F/EA must complete an implementation plan that includes all tasks, action steps, timelines, and responsible parties for all requirements contained in this RFP. The F/EA must detail a transition plan to enroll current and future participants and DSWs.
- 3.3.6.3. The F/EA must submit the comprehensive policies and procedure manual to BHSF at least thirty (30) calendar days prior to the start of the contract and incorporate modifications required by BHSF within ten (10) calendar days of notification. The F/EA must review the manual for modifications on an as needed basis, but at least annually, thereafter.

3.3.7. Turnover Plan

- 3.3.7.1. The F/EA shall be liable for all payroll claims and contract responsibilities incurred up to the date of termination of contract.
- 3.3.7.2. The F/EA shall develop a turnover plan within one hundred-eighty (180) days of award, acceptable to BHSF in its sole discretion. The turnover plan and any modification or updates must be prior approved by BHSF. The turnover plan must be updated at least annually. The objective of the turnover plan is to provide for an orderly and controlled transition of the F/EA's responsibilities to a successor F/EA at the conclusion or termination of the contract period and to minimize disruption of payroll services provided to participants.

3.4. Performance Standards

- 3.4.1. The Contractor will ensure the following performance outcomes are achieved and sustained during each month of the term of the contract:
 - 3.4.1.1. 100% of participant **enrollment** packages will be provided via face to face, mail, e- mail, or fax the within two (2) business days of receiving the referral;
 - 3.4.1.2. 100% of participant **employment** packages will be sent via mail, e-mail, or fax the within two (2) business days of receiving the referral;
 - 3.4.1.3. 100% of payments by Electronic Funds Transfer will be made within five (5) business days and

100% of paper paychecks will be mailed within three (3) business days after the deadline for receiving timesheets for that particular payroll period, provided the F/EA is furnished with current addresses and properly completed and submitted timesheets;

- 3.4.1.4. 100% of claims submitted for payments for goods and services will be authorized in the current budget/expenditure plan;
- 3.4.1.5. 99% of payroll payments to DSWs will be calculated correctly;
- 3.4.1.6. 99% of the time, taxes and fees from participant/DSW accounts will be filed, deducted, and deposited timely;
- 3.4.1.7. 100% of bi-weekly budget reports will be sent via U.S. mail or electronic mail to participants within three (3) days after the payroll period, providing that the F/EA is furnished with current addresses;
- 3.4.1.8. 100% of the time participants will be notified of the DSW's eligibility for hire, based on the results of the criminal background check, DSW registry checks, state and federal Medicaid exclusion checks, CPR/First Aid completion certification (if applicable), completion of required paperwork, and any basic training requirement(s) as mandated by law within four (4) business days. The completion of the required paperwork, criminal background check and receipt of training certificate (as applicable) must be verified as completed and the criminal background check must be received and verified within this timeframe;
- 3.4.1.9. 99% of the time, participant account activity on budget reports will be accurately reported to participants;
- 3.4.1.10. 100% of BHSF requests for individual account reconciliation will be provided within fifteen (15) days of the written request;
- 3.4.1.11. 100% of the time complaints will be responded to within ten (10) business days, and the nature of the complaint and action taken is to be tracked and submitted in the complaint report required by BHSF;
- 3.4.1.12. 100% of the time, calls to customer service or letters of inquiry will be responded to within one (1) business day; and
- 3.4.1.13. The Contractor will obtain a score of 86% or higher on the annual F/EA participant satisfaction survey.

3.5. Liquidated Damages

- 3.5.1.** In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to cure the deficiency. However, if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may assess the liquidated damages that have been incurred, even following contract termination.
 - 3.5.1.1. Late submission of any required report: one thousand dollars (\$1000) per working day, per report;
 - 3.5.1.2. Failure to fill vacant contractually-required key staff positions within forty-five (45) business days: one thousand dollars (\$1000) per working day from the forty-sixth (46th) day of vacancy until filled with an employee approved by the Department;
 - 3.5.1.3. Failure to maintain all participant files and perform all file updates according to the requirements in the contract: one thousand dollars (\$1000) per participant;

- 3.5.1.4. Late submission of invoices beginning ten (10) business days after the stated due date: one thousand dollars (\$1000) per working day per invoice; and
- 3.5.1.5. For failure to meet performance outcomes as outlined in section 3.4, LDH may reduce PMPM (per member per month) payments by up to twenty percent (20%) or the amount owed for each employer and/or participant affected.

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

- 3.5.2.1. The duration of the violation;
- 3.5.2.2. Whether the violation (or one that is substantially similar) has previously occurred;
- 3.5.2.3. The Contractor's history of compliance;
- 3.5.2.4. The severity of the violation and whether it imposes an immediate threat to the health or safety of the participant(s); and/or
- 3.5.2.5. The "good faith" exercised by the Contractor in attempting to stay in compliance.

3.6. Fraud and Abuse

- 3.6.1.** 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 by participants, DSWs, support coordinators, or any other party. Such policies and procedures must be in accordance with State and Federal regulations.
- 3.6.2.** The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

3.7. Technical Requirements

- 3.7.1.** 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. 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 files for this purpose will be transmitted via Secure File Transfer Protocol (SFTP) to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 3.7.2.** The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient for it to successfully perform the services detailed in this RFP.
- 3.7.3.** The Contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- 3.7.4.** The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- 3.7.5.** Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. 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 this RFP. Such expenses are inclusive of hardware, software, network infrastructure, and any licensing costs.
- 3.7.6.** Any confidential or protected health information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 3.7.7.** Each party to the contract shall ensure appropriate protections of shared Personally Identifiable Information ("PII"), in accordance with 45 CFR §155.260.

3.7.8. Each party to the contract 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.

3.7.8.1. 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.

3.7.8.2. A site-to-site tunnel is an extension of LDH's network. If the Contractor utilizes a VPN site-to-site tunnel and also has remote users who access CMS data, the Contractor is responsible for providing and enforcing multi-factor authentication. If the Contractor does not utilize a VPN site-to-site tunnel, they 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.

3.7.9. 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).

3.7.10. Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.

3.7.11. All Contractor utilized computers and devices must:

3.7.11.1. Be protected by industry standard virus protection software that is automatically updated on a regular schedule;

3.7.11.2. Have installed all security patches which are relevant to the applicable operating system and any other system software; and

3.7.11.3. Have encryption protection enabled at the Operating System level.

3.7.12. Electronic Visit Verification (EVV) Requirements:

3.7.12.1. The Contractor must currently have an EVV solution that complies with the 21st Century Cures Act.

3.7.12.2. The EVV system must verify the type of service provided, the individual receiving the service, the individual providing the service, date of service, location of the service, and delivery and time the service begins and ends.

3.7.12.3. Services may be verified via smart phone, biometric recognition systems or a fixed visit verification device in the participant's home.

3.7.12.4. The Contractor is responsible for ensuring system capability to interface with LDH's Electronic Visit Verification (EVV) system (LASRS). The Contractor's system and its interface shall be subject to prior approval by LDH. The Contractor will be required to collect electronic check in/check out information including geolocation data. See technical requirements: [Data Integration Process](#) and [Data Bridge Elements](#).

3.8. Subcontracting

3.8.1. The Department shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal.

3.8.2. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however, each Proposer shall acknowledge in their proposal total responsibility for the entire contract.

3.8.3. If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the

subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

- 3.8.4.** Unless provided for in the contract with the Department, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.

3.9. Compliance With Civil Rights Laws

- 3.9.1.** The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

- 3.9.2.** The 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.

3.10. Insurance Requirements

- 3.10.1.** The Contractor shall carry insurance in compliance with Attachment VI.

3.11. Resources Available to Contractor

- 3.11.1.** BHSF will have an assigned staff member who will be responsible for primary oversight of the contract, *i.e.*, the Contract Monitor. This individual will schedule meetings to discuss progress of activities and problems identified.

3.12. Contract Monitor

- 3.12.1.** All work performed by the Contractor will be monitored by the Contract Monitor, or her successor. The current Contract Monitor's information is as follows:

Becky Palmer
Louisiana Department of Health
Bureau of Health Services Financing
Medicaid Program Support and Waivers
628 N 4th Street, 6th floor
Baton Rouge, LA 70802
Email: Becky.Palmer@LA.GOV
Phone: (225) 342-4349
Fax: (225) 342-9168

3.13. Term of Contract

- 3.13.1.** The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is three (3) years. With all proper approvals and concurrence with the successful Contractor, the agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment, to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term.
- 3.13.2.** No contract/amendment shall be valid, nor shall the Department be bound by the contract/amendment, until it has first been executed by the head of the Department, or his designee, the Contractor, and has been approved in writing by the director of the Office of State

Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

3.14. Payment Terms

- 3.14.1.** The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of BHSF. Continuation of payment is dependent upon available funding.
- 3.14.2.** Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within thirty (30) business days of the approval of invoice and under a valid contract. LDH will make per member per month (PMPM) payments to the Contractor based on the number of participants enrolled with the contractor to receive FMS. _____. The Contractor will not be paid more than the maximum amount of the contract.
- 3.14.3.** LDH reserves to itself the right to make payment to the successful Proposer(s) via electronic means, which includes, but is not limited to, the use of electronic funds transfer (or “EFT”). Please see Attachment V for additional information regarding electronic payment methods and registration.

4. PROPOSALS

4.1. General Information

- 4.1.1.** This section outlines the provisions which govern determination of compliance of each Proposer's response to this RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department and shall be made at the Department's sole discretion.
- 4.1.2.** Proposer should be registered as a vendor with the Louisiana Procurement and Contract Network (LAPAC) prior to submitting their proposal, and should include their vendor number on the Certification Statement. Information on registration may be found at <https://www.cfprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.cfm?tab=2>

4.2. Contact After Solicitation Deadline

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

4.3. Code of Ethics

- 4.3.1.** 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 Contractor in the performance of services called for in this contract. The Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
- 4.3.2.** Proposers are responsible for ensuring that there will be no conflict or violation of the Ethics Code if their company 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 should be immediately reported to the Department by the Proposer.

4.4. Rejection and Cancellation

- 4.4.1.** Issuance of this solicitation does not constitute a commitment by LDH to award a contract or contracts or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:
 - 4.4.1.1.** Reject all proposals received in response to this solicitation;
 - 4.4.1.2.** Cancel this RFP; or
 - 4.4.1.3.** Cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.
- 4.4.2.** In accordance with the provisions of R.S. 39:2192, the Department is authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five (5) 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 the 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. Contract Award and Execution

- 4.5.1.** The Secretary of LDH reserves the right to:
 - 4.5.1.1.** Make an award without presentations by Proposers or further discussion of proposals received.
 - 4.5.1.2.** Enter into a contract without further discussion of the proposal submitted based on the

initial offers received.

4.5.1.3. Contract for all or a partial list of services offered in the proposal.

4.5.2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the Department.

4.5.3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

4.5.4. If the contract negotiation period exceeds fifteen (15) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the Department may elect to cancel the award and award the contract to the next-highest-ranked Proposer. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.

4.6. Assignments

4.6.1. No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Department. 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 the State.

4.7. Determination of Responsibility

4.7.1. Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The Department must find that the selected Proposer:

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

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

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

4.7.1.4. Has a satisfactory record of integrity, judgment, and performance; and

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

4.7.2. The Proposer must ensure that their proposals contain sufficient information for the Department to make its determination by presenting acceptable evidence of the above to perform the contracted services.

4.7.3. The Proposer shall include for each of the last three (3) years copies of audited financial statements, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department that the Proposer's financial resources are sufficient to perform under the resultant contract.

4.8. Proposal and Contract Preparation Costs

4.8.1. The Proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting, or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated

therewith even if an award is made but subsequently terminated by the Department.

4.9. Errors and Omissions

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

4.10. Ownership of Proposal

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

4.11. Procurement Library/Resources Available To Proposer

- 4.11.1.** Relevant material related to this RFP will be posted at the following web address:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

4.12. Proposal Submission

- 4.12.1.** All proposals must be received by the due date and time indicated on the Schedule of Events, as amended.
- 4.12.2.** Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals that, for any reason, are not so delivered will not be considered.
- 4.12.3.** The Proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in ink) and five (5) electronic copies (USB flash drives) of the entire proposal. The Proposer shall also submit one (1) electronic copy (USB flash drive) of its redacted proposal, if applicable. All electronic copies must be in a searchable format. No facsimile or emailed proposals will be accepted. The financial Statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
- 4.12.4.** Proposals must be submitted via U.S. mail, courier, or hand delivered to:

If courier mail or hand delivered:

Theresa Thibodeaux
Louisiana Department of Health
Medicaid Program Support and Waivers
628 N 4th Street, 6th floor
Baton Rouge, LA 70802

If delivered via US Mail:

Theresa Thibodeaux
Louisiana Department of Health
Medicaid Program Support and Waivers
P.O. Box 91030
Baton Rouge, LA 70821-1526

4.13. Proprietary and/or Confidential Information

- 4.13.1.** Only information that is identifiable as trade secrets or non-published financial data may be deemed proprietary or confidential by a Proposer. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 4.13.2.** Proposers are reminded that protections for technical proposals must be claimed by the Proposer at the time of submission of its technical proposal.

4.14. Proposal Format

4.14.1. An item-by-item response to the RFP is requested.

4.14.2. Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of the RFP.

4.14.3. Requested Proposal Outline:

4.14.3.1. Table of Contents

4.14.3.2. Proposal Content

4.14.3.3. Introduction/Administrative Data

4.14.3.4. Approach

4.14.3.5. Project Methodology

4.14.3.6. Relevant Corporate Experience

4.14.3.7. Personnel Qualifications

4.14.3.8. Additional Information

4.14.3.9. Cost and Pricing Analysis

4.15. Legibility/Clarity

4.15.1. Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

4.16. Proposal Content

4.16.1. Quality and Timeliness

4.16.1.1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

4.16.2. Assume Complete Responsibility

4.16.2.1. Proposals should address how the Proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and State laws, regulations, policies, and procedures.

4.16.3. Introduction/Administrative Data

4.16.3.1. The introductory section should contain summary information about the Proposer's organization. This section should state the Proposer's knowledge and understanding of the needs and objectives of LDH, Bureau of Health Services Financing, Medicaid, Self-Direction option as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the RFP.

4.16.3.2. This introductory section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the

Proposer's management philosophy including, but not limited to, the role of quality control, professional practices, supervision, distribution of work and communication systems. This section should include an organizational chart displaying the Proposer's overall structure;

4.16.3.3. This section should also include the following information:

- 4.16.3.3.1. Location of administrative office with full time personnel, include all office locations (address) with full time personnel;
- 4.16.3.3.2. Name and address of principal officer;
- 4.16.3.3.3. Name and address for purpose of issuing checks and/or drafts;
- 4.16.3.3.4. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
- 4.16.3.3.5. If out-of-State Proposer, give name and address of local representative; if none, so state;
- 4.16.3.3.6. If any of the Proposer's personnel named is a current or former Louisiana State employee, indicate the Agency where employed, position, title, and termination date;
- 4.16.3.3.7. If the Proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state;
- 4.16.3.3.8. Proposer's State and federal tax identification numbers; and
- 4.16.3.3.9. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or provide an explanation if not applicable. (See Attachment IV).

4.16.3.4. The following information **must** be included in the proposal:

- 4.16.3.4.1. Certification Statement: The Proposer must sign and submit an original Certification Statement (See Attachment I).

4.16.4. Approach

- 4.16.4.1. Proposals should define the Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in the Scope of Work.

4.16.5. Project Methodology

- 4.16.5.1. The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section 3 of the RFP. In this section, the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:
 - 4.16.5.1.1. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, and technical assistance, as well as collaboration as appropriate;
 - 4.16.5.1.2. Provide a strategic overview including all elements to be provided;
 - 4.16.5.1.3. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served;
 - 4.16.5.1.4. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which

are critical in organizing their functioning and maximizing productivity;

- 4.16.5.1.5. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery;
- 4.16.5.1.6. Describe approach and strategy for project oversight and management;
- 4.16.5.1.7. Articulate the need for, and the ability to implement, a plan for continuous quality improvement. This includes, but is not limited to, reviewing the quality of services provided and staff productivity;
- 4.16.5.1.8. Demonstrate an understanding of and ability to implement data collection as needed;
- 4.16.5.1.9. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section 3;
- 4.16.5.1.10. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event;
- 4.16.5.1.11. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables;
- 4.16.5.1.12. Identify all assumptions or constraints on tasks;
- 4.16.5.1.13. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period; and
- 4.16.5.1.14. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via email or the Internet.

4.16.6. Relevant Corporate Experience

- 4.16.6.1. The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects' scope and similarity to the project outlined in this RFP. The Proposer shall demonstrate experience performing similar type projects within the last twenty-four (24) months.
- 4.16.6.2. The Proposer should have experience in transitioning participants from another fiscal agent and must provide details on how many participants transitioned, how long the process took, the number and function of staff devoted to the process, and the resources dedicated to the process.
- 4.16.6.3. Proposers shall give at least two (2) customer references for performance on similar type projects within the last twenty-four (24) months. References should include the name, email address, and telephone number of each contact person.
- 4.16.6.4. In this section, a statement of the Proposer's involvement in litigation that could affect this work should be included; if no such litigation exists, Proposer should so state.

4.16.7. Scenarios

- 4.16.7.1. Provide a response to each of the following scenarios:
 - 4.16.7.1.1. Louisiana utilizes a contractor that prior and post authorizes all waiver services processed by the F/EA. Services are first prior authorized, sent to the F/EA, delivered and recorded in the F/EA's system, and sent back to the prior authorization contractor at which time a decision is made to release the reported services for payment. The F/EA then submits claims to the MMIS contractor for payment of services. The Proposer should describe a similar experience with a prior authorization contractor including common problems and/or issues encountered

while processing service records. If applicable, the Proposer should include lessons learned or solutions developed to address these problems and/or issues.

- 4.16.7.1.2. Customer service receives a complaint regarding an employee not receiving their paycheck. The Proposer should describe the process used to research and resolve the employee's complaint.

4.16.8. Personnel Qualifications

- 4.16.8.1. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of the Proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- 4.16.8.2. Proposers should describe their proposed staffing for technical, administrative and clerical support. Resumes and qualifications of all key staff should be submitted as part of the proposal, as well as an organizational chart.
- 4.16.8.3. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- 4.16.8.4. Job descriptions, including the percentage of time allocated to the project and the number of personnel, should be included and should indicate minimum education, training, experience, special skills, and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.
- 4.16.8.5. Key personnel and the percentage of time directly assigned to the project should be identified.
- 4.16.8.6. Résumés of all known personnel should be included. Résumés of proposed personnel should include, but not be limited to:
 - 4.16.8.6.1. Experience with Proposer;
 - 4.16.8.6.2. Previous experience in projects of similar scope and size; and
 - 4.16.8.6.3. Educational background, certifications, licenses, special skills, etc.

4.16.9. Additional Information

- 4.16.9.1. Proposals should not exceed three hundred fifty (350) pages not including appendices.
- 4.16.9.2. As an appendix to its proposal, if available, Proposers should provide copies of any policies and procedures manuals applicable to this RFP, inclusive of organizational standards or ethical standards. This appendix should also include a copy of Proposer's All Hazards Response Plan, if available.

4.16.10. Cost and Pricing Analysis

- 4.16.10.1. The Proposer shall specify costs for performance of tasks. The proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item-by-item breakdown of costs shall be included in the proposal.
- 4.16.10.2. The Proposer shall complete the Cost Worksheet form (see Attachment VII) and submit a breakdown of all anticipated costs. A template is available (see Attachment VIII) for use in reporting the anticipated costs.
- 4.16.10.3. Criminal background checks are paid at cost to the vendor. Vendors must use the State approved background check vendor(s) unless another vendor is identified that can provide the service at the same or lower cost and is approved by LDH.

4.17. Prohibition of Discriminatory Boycotts of Israel

- 4.17.1.** 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. The 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.

4.18. Waiver of Administrative Informalities

- 4.18.1.** LDH reserves to itself the right, at its sole discretion, to waive minor administrative informalities regarding any proposal or its evaluation.

4.19. Withdrawal of Proposal

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

5. EVALUATION AND SELECTION

5.1. Administrative and Mandatory Screening

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

5.2. Evaluation Team

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

5.2.2. The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements or review of technical requirements.

5.3. Evaluation Criteria

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

5.3.1.1. Scoring will be based on a possible total of one hundred (100) points and the proposal with the highest total score will be recommended for award.

5.3.2. Cost Evaluation:

5.3.2.1. The Proposer with the lowest cost for their PMPM fee for Less Than or Equal to 500 Participants shall receive twelve and a half (12.5) points. The Proposer with the lowest cost for their PMPM fee for Greater Than 500 Participants will receive twelve and a half (12.5) points.

5.3.2.2. Other Proposers shall receive points for cost based upon the following formulas:

Less Than or Equal to 500 Participants
 $CCS = (LPC/PC) * 12.5$

Greater Than 500 Participants
 $CCS = (LPC/PC) * 12.5$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposal Cost of all Proposers
PC = Individual Proposal Cost

5.3.2.3. The assignment of the twenty-five (25) points based on the above formulas will be calculated by a member of the LDH staff.

Evaluation Criteria	Maximus Score
Approach and Project Methodology	35
Relevant Corporate Experience	13
Scenarios	10
Personnel Qualifications	5
Cost and Pricing Analysis	25
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">Up to 10 points available for Hudson-certified Proposers;Up to 12 points available for Veteran-certified Proposers;If no Veteran-certified Proposers, those two points are not awarded. See Section 5.3.2. for details.	12
Total	100

5.3.2.4. Proposals will be evaluated in light of the material and the substantiating evidence

presented to the State, not on the basis of what may be inferred.

5.3.2.5. The Proposer must receive a minimum score of thirty-one and a half (31.5) points, fifty percent (50%) of the total available points in the technical categories of Approach and Project Methodology, Relevant Corporate Experience, Scenarios, and Personnel Qualifications to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

5.3.2.6. The scores for the Technical Proposals, Cost Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer(s) with the highest overall score will be recommended for award.

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

5.3.3.1. 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.

5.3.3.2. Proposer Status and Allotment of Reserved Points:

5.3.3.2.1. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

5.3.3.2.2. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

5.3.3.2.3. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

5.3.3.2.4. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

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

5.3.3.4. 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:

5.3.3.4.1. Subcontractor's name;

5.3.3.4.2. A detailed description of the work to be performed; and

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

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

5.3.3.5. 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).

5.4. Clarification of Proposals

- 5.4.1.** The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or insufficiencies, including resolving inadequate proposal content, or contradictory statements in a Proposer's proposal.
- 5.4.2.** Notice of Intent to Award: The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s). The State reserves the right to provide at least one (1) award and up to three (3) awards.
- 5.4.3.** The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.
- 5.4.4.** The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with overall scores of each proposal considered shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
- 5.4.5.** Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.
- 5.4.6.** The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

6. SUCCESSFUL CONTRACTOR REQUIREMENTS

6.1. Confidentiality of Data

- 6.1.1.** All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by LDH and made available to the Contractor in order to carry out 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 applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
- 6.1.2.** Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the LDH.
- 6.1.3.** Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

6.2. Taxes

- 6.2.1.** Contractor is responsible for payment of all applicable taxes from the funds to be received under the contract.
- 6.2.2.** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue 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 the Department of Revenue 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 agrees 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. The contracting agency 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 Louisiana Department of Revenue within seven (7) days of such notification.

6.3. Fund Use

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

7. CONTRACTUAL INFORMATION

7.1. Contract

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

7.1.1.1. Personnel Assignments

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

7.1.1.2. Force Majeure

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

7.1.1.3. Order of Precedence

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

7.1.1.4. Entire Agreement

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

7.1.1.5. Board Resolution/Signature Authority

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

7.1.1.6. Warranty to Comply with State and Federal Regulations

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

7.1.1.7. Warranty of Removal of Conflict of Interest

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

7.1.1.8. Contractor Requirements as a Business Entity

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

7.1.1.8.1.1. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana at <http://www.sos.la.gov/BusinessServices/Pages/default.aspx>;

7.1.1.8.1.2. If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor must obtain a Certificate of Authority pursuant to La. R.S. 12:301- 302 from the Louisiana Secretary of State; and

7.1.1.8.2. The Contractor must provide written assurance to the Department from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

7.1.1.9. Contract Controversies

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

7.1.1.10. Right To Audit

7.1.1.10.1. The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under the contract. Records shall be made available during normal working hours for this purpose.

7.1.1.11. Contract Modification

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

7.1.1.12. Severability

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

7.1.1.13. Applicable Law

7.1.1.13.1. The resultant 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.

7.2. Mutual Obligations and Responsibilities

7.2.1. The State requires that the mutual obligations and responsibilities of LDH and the successful Proposer be recorded in a written contract. While final terms will be resolved prior to contract execution, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment II).

7.3. Performance Bond

7.3.1. The successful Proposer shall be required to provide a performance (surety) bond in the amount of its total contract cost to ensure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the Department. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance

company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of ten (10) percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen (15) percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

7.4. Indemnification and Limitation of Liability

- 7.4.1.** Neither party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.
- 7.4.2.** The Contractor shall be fully liable for the actions of its agents, employees, or partners and shall fully indemnify and hold harmless the State and its agents, servants, independent contractors, or employees from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, or partners, without limitation. Provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, the Contractor will indemnify, defend and hold the State and its agents, servants, independent contractors, or employees harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- 7.4.3.** The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:
 - 7.4.3.1. Agents, servants, independent contractors, or employees unauthorized modification or alteration of a Product, Material or Service;
 - 7.4.3.2. Agents, servants, independent contractors, or employees use of the Product in combination with other products not furnished by Contractor; or
 - 7.4.3.3. Agents, servants, independent contractors, or employees use in other than the specified operating conditions and environment.
- 7.4.4.** In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.
- 7.4.5.** For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract,

or two (2) times the charges rendered by the Contractor under the Contract; unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect, or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

- 7.4.6.** The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

7.5. Termination

7.5.1. Termination For Cause

- 7.5.1.1. The Department may terminate the 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 the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the Contract.
- 7.5.1.2. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of the contract provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the State to cure the defect.

7.5.2. Termination For Convenience

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

7.5.3. Termination For Non-Appropriation Of Funds

- 7.5.3.1. The continuation of the Contract will 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.

7.6. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

- 7.6.1.** In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of the Contract, refrain from a boycott of Israel.
- 7.6.2.** The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

8. ATTACHMENTS:

- I. Certification Statement**
- II. LDH Standard Contract Form (CF-1)**
- III. HIPAA BAA**
- IV. Veteran and Hudson Initiatives**
- V. Electronic Vendor Payment Solution**
- VI. Insurance Requirements for Contractors**
- VII. Cost Worksheet**
- VIII. Cost Allocation**

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 fifteen (15) business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and ten (10) business days to execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. By signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Original Signature

Printed Name

Date

ATTACHMENT II: CF-1

LDH - CF - 1
Revised: 2017-10-17

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

LAGOV:

LDH:

Agency Name:

Agency #:

AND

FOR

☐ Interagency ☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

RFP NUMBER (if applicable):

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

9) Brief Description Of Services To Be Provided:

10) Effective Date 11) Termination Date

12) Maximum Contract Amount

13) Amounts by Fiscal Year

14) Terms of Payment:

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

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

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

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

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

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

1. Discrimination Clause: Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non- merit factor. Any act of discrimination committed by contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

2. Confidentiality: Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of contractor's obligations. (The contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)

3. Auditors: The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five (5) year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, federal government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

4. Record Retention: Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least ten (10) years after final payment or as prescribed in 45 CFR 75.361 whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.

5. Record Ownership: All records, reports, documents and other material delivered or transmitted to contractor by the Department shall remain the property of the Department, and shall be returned by contractor to the Department, at contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by contractor in connection

with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by contractor to the Department, at contractor's expense, at termination or expiration of this contract.

6. 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 contractors. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.

8. Insurance: Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

9. Travel: In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.

10. Political Activities: No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

11. State Employment: Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the Contracting office of any additional state employment. This is applicable only to Contracts with individuals.

12. Ownership of Proprietary Data: All non-third party software and source code, records, reports, documents and other material delivered or transmitted to contractor by state shall remain the property of state, and shall be returned by contractor to state, at contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract

and/or obtained or prepared by contractor in connection with the performance of the services contracted for herein shall become the property of state, and shall be returned by contractor to state, at contractor's expense, at termination or expiration of this contract.

13. Subcontracting: Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract.

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

14. Conflict of Interest: Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.

15. Unauthorized Services: No claim for services furnished or requested for payment by contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to contractor pursuant to this or previous Contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the contractor under this contract for costs that are allowable.

16. Fiscal Funding: This contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

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

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

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.

- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §200.317 - 200.326.

Contractor must comply with the audit requirements set forth in 2 CFR §200.501 - 200.521, as applicable, including but not limited to:

- Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)). Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

18. Amendments: Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement Contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. Non-Infringement: Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to Contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.

20. Purchased Equipment: Any equipment purchased under this contract remains the property of the contractor for the period of this contract and future continuing Contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

21. Indemnity: Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

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

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

24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.

26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this contract.

27. **Contractor's Cooperation:** The contractor has the duty to fully cooperate with the state and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the contractor shall not limit or impede the state's right to audit or shall not withhold state owned documents.

28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future Contracts.

29. **Eligibility Status:** Contractor and each tier of subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from Contracting with or receiving federal funds or grants from the federal government. Contractor and each tier of subcontractors shall certify that it is not on the List of Parties Excluded from federal procurement and nonprocurement programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2 CFR Part 2424.

30. **Termination for Cause:** The Department may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the contractor written notice specifying the contractor's failure. If within thirty (30) days after receipt of such notice, the contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.

31. Termination for Convenience: The Department may terminate this contract at any time by giving thirty (30) days written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

32. Order of Precedence Clause: In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the contractor's proposal. This Order of Precedence Clause applies only to Contracts that resulted from an RFP.

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

Louisiana Department of Health

SIGNATURE DATE

NAME

TITLE

SIGNATURE DATE

NAME

TITLE

SIGNATURE DATE

NAME

TITLE

SIGNATURE DATE

NAME

TITLE

ATTACHMENT III: HIPAA BUSINESS ASSOCIATE ADDENDUM

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a healthcare provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 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.
 - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “healthcare provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 CFR §160.103.
 - C. The term “security incident” has the same meaning as set forth in 45 CFR §164.304.
 - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 CFR §164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 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 and addendum.

8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 et seq. At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 CFR Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).

10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR §164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR §164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR §164.524.

12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR §164.526.

13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.

14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.

16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.

17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

ATTACHMENT IV: VETERAN AND HUDSON INITIATIVES

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

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

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

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

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

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

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

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:IX Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII. Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/index.aspx>.

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://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

ATTACHMENT V: ELECTRONIC VENDOR PAYMENT SOLUTION

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

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

For all statewide and agency term contracts:

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

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

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

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

Payment Type	Will Accept	Already Enrolled
LaCarte		
EFT		

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT VI: INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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 \$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.

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.

3. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$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 this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of 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.

4. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$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.

B. 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.

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards 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.
 - b. The Contractor's insurance shall be primary as respects 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.
2. 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 the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or 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.
- c. 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.
- d. 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.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. 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.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana

Agency Name, Its Officers, Agents, Employees and Volunteers

Address, City, State, Zip

Project or Contract #:

3. In addition to the Certificates, 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.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this 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.

F. 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.

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

ATTACHMENT VII – COST WORKSHEET

Cost Worksheet

Proposers shall complete the below cost worksheet to be considered for award. If it is not completed, the Proposer will be disqualified from consideration.

Instructions: Provide the per member per month (PMPM) fee to provide Fiscal Management services based on the number of Participants.

Number of Participants	PMPM Fee
Less Than or Equal to 500	
Greater Than 500	

ATTACHMENT VIII – COST ALLOCATION

Cost Allocation Template

PMPM Direct Cost Allocation	
PMPM DIRECT COSTS	
ITEM	PRICE
A. Staffing (salary & benefits)	
B. Project Supplies and Materials	
C. Facilities (pro-rated share of rent, utilities, building services)	
D. Hardware	
E. Software (including maintenance)	
F. Equipment	
G. Telecommunications	
H. Postage	
I. Printing	
J. Subcontracts (itemize)	
Other Direct Costs (itemize: add more rows if necessary)	
A.	
B.	
C.	
D.	
<i>Total Direct Costs</i>	
<p>Note: Direct costs are costs that can be directly associated with the contract, relatively easily, with a high degree of accuracy. Travel, meals, and lodging are unallowable costs. Costs should not be allocated as direct if any other cost incurred for the same purpose has been listed as an indirect cost.</p>	