

Bureau of Health Services Financing
**RFP # 3000016353 – Home & Community-Based Services Data Management and Electronic Visit
 Verification Services**

Addendum #8

Part 1 – Written Questions & Answers

Part 2 – RFP Revisions

Part 3 – Non-Mandatory Pre-Proposal Conference Attendance Record

PART 1 – Written Questions & Answers

Question #	RFP Section Number	Section Heading	Vendor Question	Agency’s Response
1	1.1 and 2.0	Purpose and Scope of Work	The LA RFP has mentioned under the requirement under 1.1 PURPOSE: Proposers are required to submit single proposal containing an approach to support each component in Section 2. Scope of Work/Services.	Sections 2.7 – 2.10 should be addressed in the “Approach and Methodology” section of the proposal. Attachment E does not require a response from the Proposers, but the attachment may be included at the end of the proposal. Please refer to revision #3 in part 2 of this addendum.

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1 Continued			<p>The RFP has also specified the Proposal should be organized in the order described below.</p> <ul style="list-style-type: none"> *Executive Summary *Overall Qualifications and Timeliness *Statement of Compliance *Company Background, Experience, and Staffing *Organization *Key Personnel & Proposed Staff Qualifications *Technical Approach *Innovative Concepts *Project Work Plan *Prior and Post Authorization *Request for Services Registry *Data Management *Electronic Visit Verification *Chisholm Class and Case Management Requirements *Louisiana Veteran and/or Huddson Initiative Programs Participation *Additional Information *Cost Proposal *Certification Statement *Outsourcing of Key Internal Controls <p>However, the Specified Table of Contents does not contain the following sections from the Scope of Work:</p> <ul style="list-style-type: none"> 2.7. General/Other Requirements 2.8. Technical Requirements 2.9. Transition Plan 	

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			2.10. Turnover Plan Additionally it does not specify where ATTACHMENT E: ELECTRONIC VENDOR PAYMENT SOLUTION needs to be included in the response. Could you please identify for sections 2.7 through 2.10 and Attachment E, where in the RFP they should be included?	
2	2.3	Data Management	Is the successful bidder responsible for including and collecting the data for the Pathway to Employment Survey in their system?	Yes, the Contractor will be responsible for including and collecting the data for the Path to Employment survey in its system. Refer to Exhibit 37 - Path to Employment Questions in the procurement library.
3	N/A	N/A	How many 3rd party EVV vendors are there currently approved or in the process of approval and what is the maximum number of different vendors allowed?	There is no restriction on the number of third-party EVV vendors. Refer to Exhibit 36 - Major Record/Data Counts in the procurement library for the number of provider agencies currently utilizing a third-party EVV vendor.
4	N/A	N/A	What data from the previous contractor will be provided to the successful bidder? How many years' worth? How many records?	The previous contractor will provide the Contractor with all records and data from January 1, 2016 through the go-live date of any contract resulting from this RFP. As of July 2, 2021, there are approximately 105,527,725 records for the relevant time period, including, but not limited to, the records/data identified by category in Exhibit 36 - Major Record/Data Counts in the procurement library.
5	N/A	N/A	How long shall service level data be stored for historical access?	10 years. Please refer to revision #17 in part 2 of this addendum which adds Section 2.7.8.
6	N/A	N/A	How long does service data have to be stored in an editable state?	Two years from the date of service.
7	N/A	N/A	How often does the service data need to be checked	The Contractor shall ensure all services comply with applicable Federal and State laws, rules, regulations, policies, procedures, and manuals,

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			against LDH policy? What is the lookback period?	Waivers, and the requirements of the contract throughout the term of the contract. There is no lookback period.
8	N/A	N/A	How long shall electronic Plan of Care data stored and retained?	10 years. Please refer to revision #17 in part 2 of this addendum.
9	N/A	N/A	What software will the previous contractor provide and what functionality does it perform?	At this time, State owned systems are used in conjunction with the current contractor's system for HCBS Data Management and EVV Services. The State owned systems will not be utilized under any contract resulting from this RFP and the current contractor's system is proprietary. As such, no software will be provided by the previous contractor.
10	N/A	N/A	For what duration should historical Prior Authorization and Plan of Care data be available in the new system?	See Response to Question 5.
11	N/A	N/A	What are the Specs and Requirements for the OAAS Electronic Plan of Care?	The OAAS Electronic Plan of Care is not part of this procurement.
12	N/A	N/A	What types of activity should be logged in the EVV and Reporting system and how long should these logs be kept?	Section 1.51 states: <i>The Contractor shall comply with the Office of Technology Services' Information Security Policy.</i> " Please refer to this policy for the types of activity to be logged. Please refer to revision #17 in part 2 of this addendum.
13	N/A	N/A	How long should user accounts changes including log ins, password changes, account lock status, etc. be kept in the EVV and Reporting system?	10 years.
14	N/A	N/A	Does the current functionality of having master users, one account that can access multiple Support Coordination agencies or Service Provider sites, need to be available in the new system?	Section 2.8 of the RFP states: <i>Provide for role-based access controls that allow the Department, Support Coordinators, providers, and other user types designated by the Department to create user roles and assign access to user roles to ensure users are able to view appropriate levels of data.</i> Proposers should define their approach and articulate an understanding of, and ability to effectively implement services as outlined in Section 2 Scope of Work/Services.

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15	N/A	N/A	For what duration should server response time logs and access attempt logs be maintained?	10 years.
16	N/A	N/A	In order to prepare for disasters, how many physical locations should maintain the data?	Please refer to revision #12 in part 2 of this addendum.
17	N/A	N/A	In the event of a loss of a physical site, what is the required time to return to operation??	The All Hazards Plan shall specify the project recovery times. See response to question #16.
18	N/A	N/A	How often shall backups be taken of all live EVV data?	Please refer to revision #12 in part 2 of this addendum.
19	2.6.2	EVV Service Audits	In section 2.6.2 there is a reference to EVV Service Audits. How frequently do these need to be run?	Please refer to revision #10 in part 2 of this addendum.
20	N/A	N/A	Will the successful bidder be responsible for the EPSDT PCS Post Authorization process?	The Contractor is not responsible for prior authorizing EPSDT PCS, but shall incorporate the data into the EVV system. See Section 2.6.1 of the RFP.
21	N/A	N/A	What are the counts for each (recipients, prior authorizations and services) for the past 3 calendar years for Home Health Care Services (HHCS) including skilled nursing?	Refer to Exhibit 41 - Home Health Care Services Record/Data Counts in the procurement library for the number of Participants, Prior Authorizations, and services for HHCS for the past 3 calendar years.
22		Solicitation Form	Does this need to be included in our response?	No. The RFP form is an internal form only.
23	1.7	Schedule of Events	To allow the vendors to thoroughly incorporate the State's responses arriving on June 28th, is LDH amendable to extending the response deadline to Tuesday, July 27th?	See Addendum 7 to this RFP, which extended the deadline for receipt of electronic proposals to October 28, 2021 at 11:59 PM CT.

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24	1.7	Schedule of Events	No Go-live or Operational Start date was provided in the RFP. Can the State provide an expected Go-live or Operational Start date to use in preparation of this proposal?	The go-live date will depend upon the time required to integrate all provider, Recipient, and service data into the Contractor's system; complete all required customizations and requirements listed in the RFP; and successful testing and readiness review. The State has allotted approximately 12 months for the transition period if needed.
25	1.7	Schedule of Events	For purposes of this RFP, can December 6, 2021 be used as the Contract Execution date, which is 14 days after November 22, 2021?	The contract execution date will depend upon the time required for the parties to negotiate the contract and secure CMS and OSP approval.
26	1.8	Electronic Proposal Submittal - Technical and Cost Proposals	Are there any restrictions on the file size that can be submitted?	Please refer to revision #2 in part 2 of this addendum.
27	1.11.2	Table of Contents	The highlighted categories are already included in the Scope of Work RFP section 2.0, however this section requires us to layout our proposal in this order, Is the intent to list the information in both locations? See comment for highlighted categories.	See response to question #1
28	1.11.4	Overall Qualifications and Timeliness	Could the LDH please provide clarification around the benchmarks requested and the RFP provisions we need to speak to in our response?	Please refer to revision #4 in part 2 of this addendum.
29	1.11.15	Outsourcing of Key Internal Controls	Please confirm that this is an annual exercise and must be conducted by a third party annually during the contract specific to the controls of this project. If this definition is not correct, please provide clarification.	Please refer to revision #18 in part 2 of this addendum.

Question #	RFP Section Number	Section Heading	Vendor Question	Agency's Response
30	1.35.1	Contractor Liability	Is the State willing to negotiate a reasonable general liability cap?	A Proposer seeking a modification of the contract terms set forth in the RFP or its attachments should submit an exception for the Department's consideration in accordance with Section 1.11.3 of the RFP.
31	1.35.3; 1.35.21	Indemnification; Indemnity	Is the State willing to limit the indemnification provisions to third party claims and to "direct damages caused by the negligent acts or omissions of or breach of contract by _____"?	See response to question #30.
32	1.35.4	Intellectual Property Indemnification	Is the State willing to conform the intellectual property provisions to the services/solutions that the contractor is offering?	See response to question #30.
33	1.36;1.36.14	Payment; Terms of Payment	Is the State willing to consider making payment no later than 30 days following receipt of invoice?	The payment terms will be negotiated with the successful Proposer.
34	1.36	Payment; Terms of Payment	Is the one-time fee subject to 10% retention? If yes, then when will the retention money on one-time fee be released?	Ten percent (10%) will be retained from each approved invoice. The retainage will be paid annually following satisfactory completion of all tasks. See Section 1.36 of the RFP.
35	2.4.2.2	Re-opens on the DD RFSR	Does "Mailing out" mean via email? Will LDH provide the email addresses they would documentation sent out to?	Please refer to revision #1 in part 2 of this addendum.
36	2.6	Electronic Visit Verification	Please provide the number of active members who would be transmitted in a member feed to the EVV system, per program.	Refer to Exhibit 36 - Major Record/Data Counts in the procurement library for the number of active Participants, by program type, receiving services for which EVV will be utilized during the term of any contract resulting from this RFP.
37	2.6	Electronic Visit Verification	What is the number of Provider Agencies in the State who are providing the services	Refer to Exhibit 36 - Major Record/Data Counts and Exhibit 41 – Home Health Care Services Record/Data Counts in the procurement library for

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			for the programs utilizing the State's EVV system?	the number of provider agencies providing services for which EVV will be utilized during the term of any contract resulting from this RFP.
38	2.6	Electronic Visit Verification	What is the total number of caregivers who would access an EVV app?	<p>The number of users will fluctuate during the term of any contract resulting from this RFP. The Contractor's EVV system must be able to accommodate current and future staff providing the services described in Section 2.6 of the RFP.</p> <p>Refer to Exhibit 36 - Major Record/Data Counts in the procurement library for the number of current users and other relevant information. These counts do not include caregivers that would be added for Home Health Care Services. See Exhibit 41- Home Health Care Services Record/Data Counts for recipient, provider, and service count.</p>
39	2.6.1	EVV Data Aggregator Requirements	Are alternate EVV Vendor integrations (3rd parties) expected to be included in the cost, or are 3rd parties responsible for paying their own integration costs to the EVV Aggregation System?	The Contractor's costs for integration of third-party EVV vendors shall be included in the total contract amount for any contract resulting from this RFP.
40	2.6.1	EVV Data Aggregator Requirements	How many Alternate EVV Vendors does the State expect will need integrating with?	There is no restriction on the number of third-party EVV vendors. Refer to Exhibit 36 - Major Record/Data Counts in the procurement library for the number of provider agencies currently utilizing a third-party EVV vendor and the number of third-party EVV vendors currently utilized.
41	2.6.1	EVV Data Aggregator Requirements	Are the forms to be resubmitted annually the approval by LDH to allow the provider to bypass using the EVV application to electronically log visits for certain members?	All connectivity forms submitted by providers will be subject to review and approval by LDH.
42	2.6.1	EVV Data Aggregator Requirements	Should the approval process be built into the EVV system or can a separate system be used for the approval process?	Please refer to revision #9 in part 2 of this addendum
43	2.7.3	Technical Support Helpdesk	Is the contractor expected to provide access via Toll Free	The Contractor shall provide a toll-free number for the helpdesk. All calls provided for in Section 2.7.3 of the RFP will go directly to the Contractor.

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			number? Or will calls be forwarded from a state or other vendor call center?	Please refer to revision #19 in part 2 of this addendum
44	2.7.3	Technical Support Helpdesk	Please provide call volumes we would be expected to receive. If average handle time is available, please provide it.	The volume of support calls provided for in Section 2.7.3 of the RFP will depend upon the complexity of the Contractor's system(s), the information available, and the training of end users. The current contractor received 761 support calls in May 2021, with an average handle time of 7.1 minutes.
45	2.7.3	Technical Support Helpdesk	Besides this assistance scenario, what other types of calls is the technical support helpdesk expected to handle?	The types of support calls may include, but not be limited to, user support training, technical support software, PA inquiries, RFSR inquiries, Service Audit assistance, Support Coordination POCs, and EPOCs.
46	2.7.3	Technical Support Helpdesk	Are all calls related to this topic sent to the successful bidder starting at level 1 and going up? Or are these escalations from the Fiscal Intermediary where they are unable to resolve the problem at level 1 / level 2?	All calls provided for in Section 2.7.3 of the RFP will go directly to the Contractor.
47	2.6.3	Other EVV Requirements	For EVV, will the full list of browsers be required or can the EVV vendor support the commonly used browsers which enhance security?	The Contractor's EVV system must support all major web browsers, including, but not limited to, those web browsers listed in Section 2.6.3 Other EVV Requirements. Please refer to revision #11 in part 2 of this addendum.
48	2.6.3	Other EVV Requirements	The industry standard is to offer apps for Android and iOS. Is this acceptable to the State?	If the Contractor's EVV system is available via application, it must comply with Section 2.6.3 Other EVV Requirements. Please refer to revision #11 in part 2 of this addendum.
49	4.1	Performance Standards and Liquidated Damages	Is the State willing to negotiate a daily or monthly cap on SLAs?	See response to question #30.
50	1.11.2	ATTACHMENT F: Cost Proposal Remplate	Is the State expecting fixed annual fees for the ongoing costs? If so, will they be paid monthly (1/12th of the annual fees) for the ongoing costs?	The payment terms will be negotiated with the successful Proposer.

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51		ATTACHMENT F: Cost Proposal Template	Is the State expecting a one-time fixed fee for the implementation and how will that be paid? i.e. one lump sum, monthly, milestones, etc.?	See response to question #50.
52	1.11.2	Table of Contents	Can LDH articulate exactly the sections that to be compiled into the Technical Approach?	See response to question #1.
53	1.11.2	Table of Contents	Are the sections outlined in the table of contents the only sections requiring a response for this RFP?	Section 1.11 Proposal Response Format provides that: <i>Proposals submitted for consideration should follow the format and order of presentation as described below. An item-by-item response to the Request for Proposals is requested. Emphasis should be on simple, straightforward, and concise statements of the Proposer's ability to satisfy the requirements of the RFP. The proposal must describe in detail all services the proposed solution entails including, but not limited, to technology, staffing and any planned innovative processes.</i> Please refer to revision #3 in part 2 of this addendum.
54	1.11.6	Company Background and Experience	Does LDH require Company Background and Experience and 2 years of Financial Statements for the Proposer and Subcontractors?	Yes. See Section 1.25 Use of Subcontractors of the RFP.
55	1.11.8	Key Personnel and Proposed Staff Qualifications	Can LDH confirm that the requested personnel are for the implementation services only and not for case managers and prior authorization reviewers.	The Contractor must hire and maintain staffing at levels sufficient for implementation, maintenance, and ongoing operation of all services outlined in Section 2. Scope of Work/Services throughout the term of any contract resulting from this RFP. The Contractor is required to have staff to complete the activities identified in the following sections, but are not required to list this staff in Key Personnel. 2.5.7 EPSDT Case Management Training 2.5.8 EPSDT Case Management Other Responsibilities

Question #	RFP Section Number	Section Heading	Vendor Question	Agency's Response
				Please refer to revision #8 in part 2 of this addendum.
56	1.11.9	Approach and Methodology	Can LDH provide a list of the letters that the platform needs to have in the inventory as well as/ or the quantity if the the list can not be provided.	Documents may include, but not be limited to, Waiver offers, Registry confirmation, Validation, Out of State Inquiry, Closure Request letter, Chisholm Closure Appeal Notice, Request for Medical Eligibility Determination Form (90-L), Individual Decision Forms, Personal Information Update, and Support Coordination brochures.
57	1.11.9	Approach and Methodology	Can LDH provide a list of the assessments that the platform needs to have in the inventory as well as/or the quantity if the list can not be provided.	The RFP does not require the Contractor's solution to have "assessments" in inventory.
58	1.11.9	Approach and Methodology	Can LDH provide a list of the systems that the current prior authorization platform integrates with or the quantity if a list can not be provided.	The current contractor exchanges files with the FI, the LTC Access Contractor, and the Self-Direction FEAs.
59	1.11.9	Approach and Methodology	Have expected or desired implementation timelines been defined (Start, Go-Live)? Are there any hard business objectives or business drivers that will help define implementation timelines, phasing, priorities?	The go-live date will depend upon the time required to integrate all provider, Recipient, and service data into the Contractor's system; complete all required customizations and requirements listed in the RFP; and successful testing and readiness review. The State has allotted approximately 12 months for the transition period if needed.
60	1.11.9	Approach and Methodology	What is the claims system that the desired system needs to integrate with?	The system must exchange files with the Medicaid Fiscal Intermediary System (currently Gainwell).
61	1.11.9	Approach and Methodology	Can LDH provide a list of the Care Plans that the platform needs to have in the inventory as well as/or the quantity if the list can not be provided.	The Contractor is responsible for the Electronic Plan of Care (EPOC) for OCDD Waiver Participants and the EPSDT EPOC per Sections 2.3.5 Electronic Plan of Care and 2.5.4 EPSDT Electronic Plan of Care of the RFP.
62	1.11.9	Approach and Methodology	Can LDH provide the desired user license count?	The number of users may fluctuate during the term of any contract resulting from this RFP.

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				The Contractor's EVV system must be able to accommodate current and future staff providing the services described in Section 2.6 of the RFP. Refer to Exhibit 36 - Major Record/Data Counts and Exhibit 41 – Home Health Care Services Record/Data Counts in the procurement library for the number of users providing services for which EVV will be utilized during the term of any contract resulting from this RFP.
63	1.11.9	Approach and Methodology	Can LDH provide the member population that the platform will need to support?	<p>The number of Participants may fluctuate during the term of any contract resulting from this RFP.</p> <p>The Contractor's EVV system must be able to accommodate current and future Participants receiving the services described in Section 2.6 of the RFP. Refer to Exhibit 36 - Major Record/Data Counts and Exhibit 41 – Home Health Care Services Record/Data Counts in the procurement library for the number of Participants receiving services for which EVV will be utilized during the term of any contract resulting from this RFP.</p>
64	1.11.9	Approach and Methodology	Can LDH provide the statement of work that is referenced throughout the RFP particularly on page 19, page 63 (Section 2.7.6) and top of Attachment V	Statement of work, as used in this RFP, refers to Section 2. Scope of Work/Services.
65	1.11.11	Project Work Plan	Can LDH clarify that the to-be hired staff is just for project implementation and not to hire Case Managers and Prior Authorizations Reviewers?	See response to question #55.
66	2.3.6	Case Management System for 1915(C) Waivers	Is LDH expecting that any direct documentation will be completed in the solution and if this data is manually collected in forms collected? How is that information uploaded into their current system? (i.e. attaching forms, manual direct data entry of the forms into the system or does the current system have	Case Management data will be completed in the solution. See Section 2.3.6 <i>Case Management System for 1915(c) Waivers</i> . There is no data upload of this information in the current system.

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			Optical Character Recognition capabilities to read the forms digitally)	
67	3.1	Evaluation Criteria and Assigned Weights	Are the following sections the only sections that will count toward the 42 points? (Approach and Methodology, Innovative Concepts, Project Work Plan and Additional Information) If not, please specify which other sections are including in the scoring of the 42 points.	Yes. Please refer to revision #14 in part 2 of this addendum.
68		ATTACHMENT C: SAMPLE CONTRACT	Given the Attachment is noted as a sample contract, does LDH require a signed copy of the sample contract at time of submission of the RFP or just a list of exceptions/contract modifications that the vendor may seek.	No, Proposers are not required to submit a signed copy of <i>Attachment C. Sample Contract</i> . A Proposer seeking a modification of the contract terms set forth in the RFP or its attachments should submit an exception for the Department's consideration in accordance with Section 1.11.3 of the RFP.
69	2.6	Electronic Visit Verification	Please provide the total number of participants that need to be supported with EVV for the services specified in RFP section 2.6.	See response to question #63.
70	2.6	Electronic Visit Verification	Please provide the total number of provider agencies that need to be supported with EVV for the services specified in RFP section 2.6.	<p>The number of provider agencies may fluctuate during the term of any contract resulting from this RFP.</p> <p>The Contractor's EVV system must be able to accommodate current and future provider agencies providing the services described in Section 2.6 of the RFP. Refer to Exhibit 36 - Major Record/Data Counts and Exhibit 41 – Home Health Care Services Record/Data Counts in the procurement library for the estimated number of provider agencies providing services for which EVV will be utilized during the term of any contract resulting from this RFP.</p>

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71	N/A	N/A	Is the Current EVV Solution CMS Certified?	No, the State's current EVV system has not been certified by CMS as of July 19, 2021.
72	N/A	N/A	Is CMS Certification only required for EVV, or for the entire program?	CMS Certification is required for the HCBS Data Management and EVV solution. Please refer to revision #13 in part 2 of this addendum.
73		ATTACHMENT B	Will subcontractors be required to obtain an LDR Account Number and a tax clearance certificate, or is that only for the prime contractor?	No.
74	2.8	Technical Requirements	If contractor/subcontractor's software is pre-existing, provided at established market pricing and leased to other customers, will Source Code Escrow still be required?	Yes.
75	2.6	Electronic Visit Verification	Mapping of required Support Coordination and SIL service contacts for the purpose of validating provider payments for these services. Please clarify the intent of this Requirement.	Quarterly Support Coordination visits and Monthly SIL visits are required to occur in the home and the individual must utilize EVV for clock in/out. If the individual did not conduct the visit at the home per the GPS coordinates, the visit is blocked by the system for calculating program compliance for payment.
76	2.6.1	EVV Data Aggregator Requirements	If the contractor's solution has a means to capture the location of services by GPS when cellular and internet connectivity are not available, would that be sufficient to meet this requirement?	No. All proposers must include the Connectivity Form functionality as part of the proposed solution.
77	N/A	N/A	Please provide metrics for the following so that contractor(s) may adequately size / price the solution: <ul style="list-style-type: none"> Number of anticipated users utilizing the system and their roles 	The number of users may fluctuate during the term of any contract resulting from this RFP. The Contractor's EVV system must be able to accommodate current and future staff providing the services listed in Section 2.6 of the RFP. Refer to Exhibit 36 - Major Record/Data Counts in the procurement library for the number of users providing services for which EVV will be utilized during

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			<ul style="list-style-type: none"> • Service Desk – anticipated monthly call volume, call types, support level (i.e., Tier 1, Tier 2, etc.) • Print / Mail – document types, volumes, etc. 	<p>the term of any contract resulting from this RFP and the number of mailings for calendar years 2019 - 2021.</p> <p>The volume of support calls provided for in Section 2.7.3 of the RFP will depend upon the complexity of the Contractor's system(s), the information available, and the training of end users. The current contractor received 761 support calls in May 2021, with an average handle time of 7.1 minutes.</p>
78	N/A	N/A	Regarding data migration, can the State please provide metrics (i.e., database size, record types/counts, etc.) of the existing system so that contractor(s) may adequately size/price the solution?	<p>The current databases total 4.37 terabytes, which include all raw data as well as post-processed and supporting data files. In addition, 14.6 terabytes of database backups are currently maintained as well as 2.3 terabytes of backups of web access logs.</p> <p>The previous contractor will provide the Contractor with all records and data from January 1, 2016 through the go-live date of any contract resulting from this RFP. As of July 2, 2021, there are approximately 105,527,725 records for the relevant time period. Refer to Exhibit 36 - Major Record/Data Counts in the procurement library for record types/counts.</p>
79	N/A	N/A	Regarding data migration, can the State please provide the data dictionary or specifications that detail the data currently housed within the existing system?	Refer to Exhibit 38 - Data from Current HCBS/EVV Systems in the procurement library for the databases and variables within the State owned systems that are used in conjunction with the current contractor's system for HCBS Data Management and EVV Services. However, databases, data structures, and associated data elements for the current contractor's system, including, but not limited to, the EVV, EPOC, and RFSR functionality, are proprietary and are not included.
80	N/A	N/A	Is the department expecting to create new client records in the new system or will client records always be imported from another state system?	The current system uses both processes.
81	1.1; 1.11	Purpose; Proposal Response Format	Can you confirm that the proposal should contain a section addressing all of the headings set forth in 1.11.2? Are we to address all of Section 2. Scope of	See response to question #1.

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			Work(SOW)/Services? If so, in what section does the State want the SOW addressed?	
82	1.7	Schedule of Events	Will the State grant a four week extension to give Proposers adequate time to be able to address answers to questions to be released June 28 that affect their responses?	See Addendum 7 to this RFP, which extended the deadline for receipt of electronic proposals to October 28, 2021 at 11:59 PM CT.
83	1.11	Proposal Response Format	Will the State allow an Acronym List to assist reviewers with the many acronyms that will be contained within our proposal?	Yes.
84	1.11.9	Approach and Methodology	There is a requirement that the Proposer provide understanding of CMS' EVV Outcomes-Based Certification requirements for an MMIS functional module, and specifically how the proposed solution meets or can meet these requirements. Has the state's current EVV solution been certified?	See response to question #71.
85	1.11.9; ATTACHMENT G	Approach and Methodology	The RFP indicates in section 1.11.9 that contractors are to develop a solution that uses the OTS Enterprise Architecture (EA) components including Consumer Communications, and there are numerous requirements within RFP section 2 stating that the contractor will be responsible for mailing certain	The Contractor will be responsible for printing and mailing such documentation specified in the RFP.

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			documentation. If the Consumer Communications component is fully integrated into the State's Enterprise Print Center for print and mail fulfillment as stated within the RFP, please clarify whether the contractor is expected to generate documents / reports and send them to the Enterprise Print Center (via the Consumer Communications component) for print / mail fulfillment or if the contractor is expected to provide print / mail services separately.	
86	1.30	Contract Award and Execution	Given this statement, would the State allow the Proposer to respond to certain requirements and not others (e.g., responding to EVV requirements only)?	Per RFP Section 1.1, <i>Proposers are required to submit a single proposal containing an approach to support each component in Section 2. Scope of Work/Services.</i>
87	2.3.5	Electronic Plan of Care	Please confirm that the system does not need to support Plan of Care for programs other than OCDD.	See response to question #61.
88	2.4.1	Contractor Responsibilities	Is the expectation for the system to electronically receive Freedom of Choice response from Participants?	Please refer to revision #6 in part 2 of this addendum.
89	2.4.2	Developmental Disabilities Request for Services Registry – Office for Citizens with Developmental Disabilities (OCDD)	It is mentioned that the DD RFSR is a database tool utilized by OCDD to manage an individual's entry into the OCDD Waiver system. Is this a separate standalone system	OCDD Waiver system refers to OCDD's operation of the NOW, ROW, SW, and CC Waiver as a tiered waiver system of service delivery and is not referring to the contractor system as a waiver system.

Question #	RFP Section Number	Section Heading	Vendor Question	Agency's Response
			used by OCDD or is the department referring to the contractor system as a waiver system?	
90	2.4.2.1	Additions to the DD RFSR	Can you further elaborate and provide examples of some of the non-electronic functions that the contractor should perform to facilitate addition of individuals to the OCDD RFSR?	Some examples of non-electronic functions that the Contractor should perform to facilitate addition of individuals to the OCDD RFSR: <ol style="list-style-type: none"> 1) Mail out letters of confirmation of registry date 2) Maintain a toll free phone line and answer questions about receipt of documents (such as EPSDT case management, rights and responsibilities, etc.) 3) Work with OCDD staff to make any necessary corrections in the processes that affect addition of individuals to the RFSR.
91	2.5.6	EPSDT Service Log	Can the State clarify if this statement refers to the system's ability to allow a Support Coordinator or other authorized staff in the department to review and approve POCs?	The review of ESPDT POCs is a manual process completed by the Contractor's staff. Please refer to revision #8 in part 2 of this addendum.
92	2.6.3	Other EVV Requirements	Given that Microsoft is terminating Internet Explorer support, will the State consider removing this requirement from the list?	Yes. Please refer to revision #11 in part 2 of this addendum.
93	2.8	Technical Requirements	Please explain what is considered "non-proprietary data." What is the frequency for a "regular schedule"?	Proprietary data means trade secrets and/or privileged or confidential commercial information. Non-proprietary data would be any data that does not meet the criteria for proprietary data. Final determination of relevant data will be made by LDH based on collaboration between both parties. The frequency for data transmission will be determined with the successful Proposer.
94		ATTACHMENT S	What is meant by "Support Coordination quarterly and annual meetings required to utilize EVV for clock in/clock	The Contractor will not be responsible for hosting the Support Coordination quarterly and annual meetings. Refer to Exhibit 40 - EVV Policy in the procurement library for information about the Support

Question #	RFP Section Number	Section Heading	Vendor Question	Agency's Response
			out." Are these meetings to be hosted by the Contractor?	Coordination quarterly and annual meetings and the required utilization of EVV for clock in/clock out for such meetings.
95	N/A	N/A	Is the State looking for a single technology platform to support Prior/Post Authorization and Electronic Visit Verification or are modular technology solutions acceptable?	Modular solutions are acceptable; however, the individual processes, sub-systems, and systems must be interoperable and work together seamlessly to support a unified HCBS Data Management and EVV solution.

PART 2 – RFP REVISIONS

- 1. Section 1.6 ACRONYMS AND TERMINOLOGY is hereby amended to add the following term:**

Terminology/ Acronym	Definition
Mail	Send via the United States Postal Service

- 2. Section 1.8 ELECTRONIC PROPOSAL SUBMITTAL – TECHNICAL AND COST PROPOSALS paragraph 1 is hereby amended to read as follows:**

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal, not exceeding 15 GB, containing the mandatory information specified. The proposal must be uploaded to <https://stateofla.app.box.com/f/5847a121b74d48dd97db51caf0fb14f4> before the date and time specified in the Schedule of Events.

- 3. Section 1.11.2 TABLE OF CONTENTS is hereby amended to read as follows:**

The proposal should be organized in the order described below.

- Executive Summary
- Overall Qualifications and Timeliness
- Statement of Compliance
- Company Background, ~~Experience, and Staffing~~ and Experience
- Organization
- Key Personnel & Proposed Staff Qualifications
- ~~Technical~~ Approach and Methodology
- Innovative Concepts
- Project Work Plan
 - Prior and Post Authorization
 - Request for Services Registry
 - Data Management
 - Electronic Visit Verification
 - Chisholm Class and Case Management Requirements
- Louisiana Veteran and/or Hudson Initiative Programs Participation
- Additional Information
- Cost Proposal
- Certification Statement
- Outsourcing of Key Internal Controls

4. Section 1.11.4 Overall Qualifications and Timeliness is hereby amended to read as follows:

Proposals should include detailed information that will assist the Department in determining the level of quality and timeliness that may be expected, including internal benchmarks, or performance targets the Proposer consistently meets, where applicable. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met.

5. Section 1.11.9 APPROACH AND METHODOLOGY bullet number 5 referencing a proposed Project Work Plan is hereby deleted in its entirety: _

- ~~• Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.~~

6. Section 2.4.1 CONTRACTOR RESPONSIBILITIES bullet number 4 is hereby amended to read as follows:

- ~~Issue~~ Mail Freedom of Choice forms and other State-required Waiver enrollment documents and track timeliness of responses received via mail;

7. Section 2.5.6 EPSDT SERVICE LOG is hereby amended to read as follows:

The Contractor shall create and maintain an EPSDT Service Log that shall be used by the Support Coordinator to document activities such as phone contacts, home visits, and follow-up contacts related to requested services.

- A separate EPSDT Service Log must be generated to document activity related to a specific requested prior authorized service as identified on the EPSDT Prior Authorization Tracking Log.
- Each EPSDT Service Log shall document receipt of the approval, denial, or reduction of services.
- Each EPSDT Service Log shall document the actual service needed or item needed for all prior authorized services.
- Each EPSDT Service Log shall document all contacts with the following:
 - Participant;

- EPSDT Provider, for initial contact;
- EPSDT Provider for follow-up contacts at a minimum by fifteen (15) and/or thirty-five (35) Calendar Days from the date of referral to the provider;
- MCO Case Manager;
- PAL for EPSDT PAL Referrals, if PA packet has not been submitted by thirty-five (35) Calendar Days from the date of referral to the provider;
- PAL for EPSDT PAL Referrals for untimely PA notice, if PA decision was not received by Support Coordinator from the FI or MCO by sixty (60) Calendar Days from the date of referral to the provider;
- Contractor; and
- LDH Program Staff.

The Contractor shall:

- Maintain active client lists.
- ~~Maintain required actions and tracking such that reminders are issued to LDH staff to provide follow-up contact to the provider for the provider to submit PA packet to the FI or to the MCO plan as necessary.~~
- Develop reporting in coordination with LDH. At minimum, the Contractor shall be able to generate all reports listed in *Attachment R. EPSDT Electronic Plan of Care Reports List and Data Elements*.
- Review and approve POCs according to guidelines in the EPSDT Support Coordination Manual.
- Coordinate with LDH staff to update the EPSDT Support Coordination Manual annually and as needed.

8. The RFP is hereby amended to add Section 2.5.8 EPSDT CASE MANAGEMENT ADDITIONAL RESPONSIBILITIES to read as follows:

2.5.8 EPSDT CASE MANAGEMENT ADDITIONAL RESPONSIBILITIES

The Contractor shall:

- Maintain active client lists within the system.
- Maintain required electronic actions and tracking such that reminders are issued to LDH staff to provide follow-up contact to the provider for the provider to submit PA packet to the FI or to the MCO plan as necessary.
- Develop reporting in coordination with LDH. At minimum, the Contractor shall be able to generate all reports listed in *Attachment R. EPSDT Electronic Plan of Care Reports List and Data Elements*.
- Maintain staff to review and approve POCs according to guidelines in the EPSDT Support Coordination Manual.
- Maintain staff to coordinate with LDH staff to update the EPSDT Support Coordination Manual annually and as needed.

9. Section 2.6.1 EVV DATA AGGREGATOR REQUIREMENTS is hereby amended to read as follows:

The Contractor shall provide data aggregator functionality and services in order to incorporate EVV data from LDH providers and Contractors.

The following LDH providers and contractors will bridge to the Contractor’s system:

- Current and future licensed provider agencies who electively contract with their own EVV vendor and collect services within their vendor’s system, and
- Contracted Fiscal/Employer Agents in the State’s self-direction program who use an existing EVV solution incorporated into their internal system.

The Contractor shall work with these entities and their third party EVV vendors to:

- Establish a data bridge per LDH requirements and policies. *Attachment U. EVV Data Bridge Elements* details the data elements that shall be collected, stored, and reported by the EVV system;
- Ensure the third party vendor demonstrates the ability to transmit error-free test files prior to approving a data bridge;
- Ensure all data points required by LDH are captured in the third party vendor’s file going forward; and
- Process service records received through the data bridge against all applicable Post Authorization requirements and issue a response file indicating which services are authorized for billing. For any services not authorized, the reason for the denial should be included on the response file.

• For service providers who are contracted with one of the MCOs, the Contractor shall provide a response file to each MCO detailing their providers’ compliance with EVV. The Contractor shall allow MCO staff access to the EVV system to facilitate their care coordination and program integrity activities.

•The Contractor’s system shall provide a means for providers to electronically log connectivity forms to document service addresses where a provider reports that cellular and internet connectivity is unavailable. The provider will be required to resubmit forms annually, if connectivity problems persist, and all forms will be approved by LDH. The Contractor’s system shall provide functionality for LDH to electronically approve these forms within the same system. The EVV system should incorporate service addresses from logged and approved forms and allow manual entry of services for these instances;

•The Contractor shall monitor each provider’s compliance with LDH’s requirements for EVV and, if found to be out of compliance, will not authorize services for payment in accordance with LDH policy identified in Attachment S. EVV Policy Rules as part of the Post Authorization process;

- For all providers except those noted below, the Contractor shall not release services for payment to the FI until the provider has demonstrated compliance; ~~and~~.
- For providers of EPSDT Personal Care Services (PCS), HHCS, PSR and CPST, the Contractor is not responsible for prior authorizing these services. The Contractor shall incorporate Prior Authorization data from the FI into the EVV system. For the purpose of Post Authorization, the Contractor shall submit compliance information for fee-for-service providers to the FI and for managed care providers to the appropriate MCO.

10. Section 2.6.2 EVV SERVICE AUDITS paragraph 2, bullet 2 is hereby amended to read as follows:

~~Pull~~ On a weekly basis, pull the top thirteen (13) Participants for OAAS, OCDD, and EPSDT PCS services with the most service audits outside the degree of accuracy, using a three hundred sixty-five (365) Calendar Day window.

11. Section 2.6.3 OTHER EVV REQUIREMENTS is hereby amended to read as follows:

The Contractor’s EVV system shall:

- Be accessible by all major web browsers including, but not limited to, ~~Internet Explorer~~, Edge, Safari, Google Chrome, Mozilla, and Amazon Silk or, ~~if available via application, supports integration with all brands and types of smart devices.~~
- If available via application, support integration with all major mobile operating systems, including, but not limited to, Android and iOS.
- Be mobile friendly and be accessible from any brand and type of mobile device, cell phone, tablet, laptop, or personal computer that has ~~Wi-Fi~~ internet access or cellular connectivity and has ~~an internet~~ a web browser installed.

- Include a messaging system for direct service supervisors and Direct Service Workers (DSW) to use to send and monitor messages to and from staff.

12. The RFP is hereby amended to add Section 2.7.7 ALL HAZARDS PLAN to read as follows:

2.7.7 ALL HAZARDS PLAN

The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke an All Hazards Plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters.

The All Hazards Plan shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment. The practice of including both the DRP and the BCP in the All Hazards planning process is a best practice.

The Contractor shall have an LDH approved All Hazards Plan no later than 30 days from the date the Contract is signed.

At a minimum, the All Hazards Plan shall address the following scenarios:

- The central computer installation and resident software are destroyed or damaged;
- The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transaction that are active in a live system at the time of the outage; and
- System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system;
- System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the System, such as it causes unscheduled System unavailability.

The All Hazards Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster. The following minimum criteria are required:

- System restoration within 24 hours
- Two physical locations for maintaining data
- Backups of all system data, including live EVV data, every 24 hours

The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions. In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.

13. The RFP is hereby amended to add heading 2.8.1 TECHNICAL AND SECURITY REQUIREMENTS (content previously included in RFP under 2.8); add 2.8.2 CMS CERTIFICATION with new content; and add heading 2.8.3 SERVICE LEVEL AGREEMENT with new content to read as follows:

2.8 TECHNICAL REQUIREMENTS

2.8.1 TECHNICAL AND SECURITY REQUIREMENTS

The Contractor shall provide for the following technical and security requirements related to the Contractor's system:

- Assume and maintain the technology infrastructure including hardware, software, cloud hardware, web servers, Secure File Transfer Protocol (SFTP) site, and secure email systems, along with experienced staff, to maintain all inter-related data systems.
- Ensure system compliance with all HIPAA (*see Attachment D. HIPAA Business Associate Addendum*) and CMS security requirements.
- Provide system architecture that is configurable to support multiple programs or services which have different policies and procedures, reimbursement rates, and business rules, all of which are subject to change during the contract period in response to State and Federal regulations, budget appropriations, court proceedings, and other factors.
- Provide for role-based access controls that allow the Department, Support Coordinators, providers, and other user types designated by the Department to create user roles and assign access to user roles to ensure users are able to view appropriate levels of data. For instance, Support Coordination Agencies serve Recipients across multiple provider agencies and should be able to access information across provider agencies, but only for those individuals that the Support Coordination Agency serves.
- Provide users the option for their password to be made visible when logging in to prevent unnecessary lock-outs.
- 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 SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

- Governance processes for on-going management of the proposed solution and address not only ongoing change management, data management, and technical management, but also cover software upgrade and end-of-life planning and strategies.

The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully develop and implement the services detailed in this RFP. Regarding software licenses that must be purchased, the State must own all software required to operate the proposed solution, and reserves the right to procure any or all software outside of the contract.

For a SaaS solution, the Contractor shall deposit source material with an Escrow Agent within thirty (30) Calendar Days of receipt of initial payment and upon each major production release thereafter. Source material consists of the program source code; technical and design documentation; product information for any required third-party software, tools, and libraries; and detailed program and system build instructions sufficient for an Escrow Agent to successfully compile the source code and install, configure, and functionally test the system without Contractor assistance. The Contractor will choose an Escrow Agent that is acceptable to the State. The terms and conditions of any proposed escrow agreement must be mutually agreed to by the Contractor, State, and Escrow Agent.

The Contractor must 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.

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.

Any confidential information must be encrypted to FIPS 140-2 standards whether at rest or in transit. Furthermore, the Contractor must establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data supplied by LDH and to prevent unauthorized use of or access to it. Any suspected, attempted, or successful breach of security must be reported to LDH and the OTS Information Security Team as soon as practical, but no later than forth-eight (48) hours after the event.

The Contractor will cooperate with the State in matters related to the retention, return, and/or disposal of data provided to it by the State. Furthermore, the Contractor will cooperate with the State in the development and execution of any data sharing agreements that may arise from the performance of the contract.

Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164).

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

All Contractor utilized computers and devices must:

- Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
- Have installed all security patches which are relevant to the applicable operating system and any other system software.
- Have encryption protection enabled at the Operating System level.
- Any custom software development must adhere to the requirements in *Attachment T. System Development Requirements*.

2.8.2 CMS CERTIFICATION

The Contractor's HCBS Data Management and EVV solution must be compliant with all requirements for CMS certification and fully certified within twelve (12) months from the Operational Start Date. The Contractor must provide all data, artifacts, demonstrations, trainings, and resources needed to achieve certification. The Contractor is expected to comply with the State and its Independent Verification and Validation (IV&V) vendor, if used, in the pursuit of certification.

The Contractor's HCBS Data Management and EVV solution must comply with CMS' Seven Conditions and Standards:

- Modularity Standard - use of a modular, flexible approach to systems development, including the use of open interfaces and an exposed API; the separation of business rules from core programming; and the availability of business rules in both human and machine-readable formats.
- MITA Condition - requires states to align with, and advance increasingly in, MITA maturity for business, architecture, and data.
- Industry Standards Condition - ensures States alignment with, and incorporation of, industry standards, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security, privacy and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with federal civil rights laws; standards adopted by the Secretary under section 1104 of the Patient Access and Affordable Care Act (ACA); and standards and protocols adopted by the Secretary under section 1561 of the ACA.
- Leverage Condition - promotes solution sharing, leverage, and reuse of Medicaid technologies and systems within and among states.
- Business Results Condition - Supports accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, beneficiaries, and the public.
- Reporting Condition - requires states to produce transaction data, reports, and performance information that would contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.

- Interoperability Condition - ensures seamless coordination and integration with the Exchange (whether run by the state or federal government), and allows interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

2.8.3 SERVICE LEVEL AGREEMENTS

The Contractor’s solution shall meet the Service Level Agreements (SLAs) as defined in Attachment X, Service Level Agreements.

14. Section 3.1 EVALUATION CRITERIA AND ASSIGNED WEIGHTS chart is hereby amended to read as follows:

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Additionally, the State may consider any relevant information about any proposer known or discovered by LDH.

The evaluation will be conducted according to the following:

EVALUATION CRITERIA	MAXIMUM SCORE
Corporate Experience including Company Background/Experience and Organization	14
Technical Approach including Approach and Methodology, including Innovative Concepts, Project Work Plan, and Additional Information.	42
Proposed Staff Qualifications	7
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 3.3 for details	12
Cost	25
TOTAL SCORE	100

Proposer must receive a minimum score of thirty-one and five-tenths (31.5) points, which is fifty percent (50%) of the total available points in the technical categories of Corporate Experience, Technical Approach, ~~and Methodology~~ and Proposed Staff 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.

The scores for the Cost Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. Scoring will be based on a possible total of one hundred (100) points. The Proposer with the highest overall score will be recommended for award.

15. RFP ATTACHMENT G

ATTACHMENT G: ENTERPRISE ARCHITECTURE INTEGRATION REQUIREMENTS FOR ENTERPRISE/STATEWIDE SYSTEMS is being replaced in its entirety with ATTACHMENT G: ENTERPRISE ARCHITECTURE INTEGRATION REQUIREMENTS FOR ENTERPRISE/STATEWIDE SYSTEMS – REVISED 6/21/2021 which is attached to and published with this addendum.

16. RFP ATTACHMENT W: DATA EXCHANGE REQUIREMENTS FOR LTC ACCESS CONTRACTOR AND DATA MANAGEMENT CONTRACTOR*** item 2 is hereby amended to read as follows:

2. ~~Registry:~~ Client and Registry Data:

Contractor must be able to receive client and registry information from the LTC Access Contractor and pass information back to the LTC Access Contractor through a nightly file transfer (LDH MoveIt process).

Column Name	Length	Start	End	Description
RequestorKey	20	1	20	Requestor Unique Identifier
LastName	30	21	50	Requestor Last Name
FirstName	25	51	75	Requestor First Name
MI	1	76	76	Requestor Middle Initial
CatAssist	30	77	106	Category of Assistance
AssessmentType	40	107	146	Assessment Type
SSN	15	147	161	Requestor Social Security Number
Medicaid	13	162	174	Medicaid Number
CCN	16	175	190	Card Control Number
DOB	10	191	200	Requestor Date of Birth

RequestDate	10	201	210	Request Date
Parish	20	211	230	Parish
LastUpdate	15	231	245	Last Update
LastModify	10	246	255	Last Modify
ClosedDate	10	256	265	Closed Date
DeceasedDate	10	266	275	Closed Date

17. Section 2.7.8 RECORDS RETENTION REQUIREMENT is hereby added to read as follows:

The Contractor shall retain all electronic and hard copy records, including closed records as directed by LDH for a period of ten (10) years after closure. All electronic and hard copy records, as well as recently closed records (closed within the past two years), must be easily accessible. Additionally, all activity logging records shall be retained for ten (10) years.

18. Section 2.11 OUTSOURCING OF KEY INTERNAL CONTROLS is hereby added as follows:

LDH will require the Contractor and/or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 18 audit is to be included in the cost being proposed in response to this RFP.

19. Section 2.7.3 TECHNICAL SUPPORT HELPDESK is hereby amended to read as follows:

The Contractor shall provide user support and a technical support helpdesk that is accessible by toll-free phone number or email Monday through Friday from 8:00 AM-5:00 PM Central Time except for state holidays as determined by LDH. Unanswered calls should 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. Calls and emails must be returned within one (1) Business Day.

The Contractor shall provide technical assistance to providers regarding Prior Authorization and Support Coordination billing code denials issued by the Fiscal Intermediary for the following error/edit codes:

- 190: Prior Authorization number not on file,
- 191: Procedure requires Prior Authorization, and
- 194: Claim over Prior Authorization limits.

20.RFP ATTACHMENT X: SERVICE LEVEL AGREEMENTS (SLA) is hereby added to read as follows:

Contractor must comply with the following provisions, unless otherwise directed by the LDH.

This Section sets forth:

- The general levels of response and availability associated with the System
- The responsibilities of Contractor and LDH
- Processes for addressing defects

Contractor will not be liable for any failure to meet a Service Level Agreement (SLA) resulting from events, causes, or responsibilities that are outside of Contractor’s control, including, but not limited to the State or its personnel or third party contractors’ failure to meet the State’s responsibilities under the Contract, any State managed network, hardware or software issues, or as a result of events of force majeure as described in the Contract.

Definitions

- Business Hours” – Monday – Friday, 8:00 AM - 5:00 PM Central Time.
- “Incident” – An unscheduled event that lead to loss of, or disruption to, an organization's operations, services or functions.
- “Minute” – Any contiguous sixty (60) seconds.
- “Hour” – Any contiguous sixty (60) minutes.
- “Daily” or “Day” – Any contiguous twenty-four (24) hour period.
- “Weekly” – Any contiguous seven (7) day period.
- “Monthly” – Any contiguous thirty (30) day period.
- “Annual” or “Annually” or “Year” – Any contiguous three hundred sixty-five (365) day period.

1.0. SYSTEM UPTIME

The following table lists expected System uptime and response time goals.

<u>TOPIC</u>	<u>SLA</u>	<u>Definition</u>
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<u>System Uptime</u>	<u>The System shall be accessible to end users twenty-four (24) hours a day, seven (7) days a week.</u>	<p><u>Users shall be able to access the System twenty-four (24) hours a day, seven (7) days a week, at a monthly uptime of 99.5%, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime shall be communicated and agreed to by LDH.</u></p> <p><u>The System is available to complete interface processing including all related batch jobs and reporting at the designated schedule for each interface.</u></p>
<u>Response Times</u>	<u>The System shall be scalable and capable of supporting all workers performing normal business activities concurrently as new workers, programs or agencies are added.</u>	<u>The System shall be capable of supporting all workers performing normal business activities concurrently, with the ability to increase the demand on the System to peak load without modification to the software while meeting the set SLA.</u>

2.0. END USER SUPPORT METRICS

The following table lists expected user support service levels to be performed to support the System. LDH will assign an initial priority for all identified and reported problems to ensure that the most serious problems are addressed first. End users are defined as LDH, state agencies, and provider agencies. Priorities levels and performance expectations are defined below.

- **Critical:** Multi-component or critical functionality outages. Serious disruption to end user’s business where there is no alternative or workaround. Severe security, significant impact to business operations and/or financial implications to an end user.
- **High Priority:** Single component or single critical functionality outage. Identified workarounds places significant burden on end users, or prevents full functionality of the service. Moderate disruption to end users where there is no alternative or workaround. Security and/or financial implications to end users.
- **Medium Priority:** Partial or limited functionality causing an operational impact for an end user or delays end user’s business. Prevents use of a fully supported service by an end user or individual. Issue has a possible workaround.
- **Low Priority:** Affects a small number of users with limited to no business implications to end users. Problem concerning minor items.

TOPIC	PERFORMANCE EXPECTATION
<u>Critical Priority</u>	<ul style="list-style-type: none"> • Resolution or plan for resolution: Within one (1) hour of a critical priority issue being identified or reported, the Contractor will report the Incident to LDH. • <u>7am-7pm Monday - Friday response. LDH may require a 24/7 response by the Contractor based on the severity of the Incident.</u> • <u>Updates to LDH every 1 hour or as LDH requests</u>
<u>High Priority</u>	<ul style="list-style-type: none"> • Resolution or plan for resolution: Within one (1) business day of a high priority issue being identified or reported, Contractor will report the Incident to LDH. • <u>Updates to LDH: As LDH requests</u>
<u>Medium Priority</u>	<ul style="list-style-type: none"> • Resolution or plan for resolution: Within three (3) business days of a medium priority issue being identified or reported, Contractor will report the Incident to LDH and provide an estimated time for resolution.
<u>Low Priority</u>	<ul style="list-style-type: none"> • Resolution or plan for resolution: Plan for resolution will be defined at the next monthly touch-base meeting. • <u>Updates to LDH: As LDH requests</u>

21. Section 4.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES is hereby amended to read as follows:

4.1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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

#	Performance Standard	Liquidated Damages
1.	Contractor shall make available all required reports in accordance with stated timeliness requirements outlined in <i>Attachment P. Reporting</i> .	A one hundred dollar (\$100) charge to the Contractor per report for each Calendar Day after the report due date through the date the report is received or made available to LDH.
2.	The Contractor shall fill vacant contractually required key staff positions within ninety (90) Calendar Days. While vacant, the Contractor must still provide coverage for the responsibilities associated with the staff position.	A five hundred dollar (\$500) charge to the Contractor for each Business Day from the ninety-first (91 st) Calendar Day after the vacancy through the date the vacancy is filled.

#	Performance Standard	Liquidated Damages
3.	The Contractor shall submit invoices timely.	A one-hundred dollar (\$100) charge to the Contractor per invoice for each Business Day after the due date through the date the invoice is received.
4.	The Contractor's system must have a monthly <u>daily</u> uptime of ninety-nine and five-tenths percent (99.5%) or greater, 24/7/365, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime shall be communicated and agreed to by LDH. Downtime must not exceed eight (8) hours per scheduled event, unless agreed upon by LDH. The Contractor shall supply a monthly <u>daily</u> system uptime report to LDH <u>on a monthly basis</u> .	A one thousand dollar (\$1,000) charge to the Contractor per occurrence for uptime less than ninety-nine and five-tenths percent (99.5%) but greater than or equal to ninety-nine percent (99%). A two thousand five hundred dollar (\$2,500) charge to the Contractor per occurrence for uptime less than ninety-nine percent (99%).
5.	The Contractor shall provide the required Transition and Turnover plans for approval by the stated deadline following contract award.	A one thousand dollar (\$1,000) charge to the Contractor per plan for each Business Day after the due date through the date the plan is received.
6.	The Contractor shall submit deliverables in the approved transition and turnover plans according to the timelines in the plans.	A five hundred dollar (\$500) per Business Day charge for failure to meet transition and turnover plan deliverables.
7.	The Contractor shall attend all meetings as required by LDH if advance notice is provided. LDH will stipulate whether in-person or remote/virtual attendance is required. Advance notice is defined as at least three (3) Business Days prior to the meeting start time.	A two hundred fifty dollar (\$250) charge to the Contractor per occurrence.
8.	System change orders/requests shall be implemented by the mutually agreed upon due date.	A five hundred dollar (\$500) per Business Day charge for orders/requests not completed by the due date.
9.	The Contractor shall submit data files necessary for Prior Authorization, Post Authorization, and EVV activities in accordance with the requirements outlined in the RFP.	A one thousand dollar (\$1,000) charge per occurrence will be charged to the Contractor for failure to submit files as required in Section 2.0, Scope of Work/Services.

If the Contractor fails to meet a performance standard more than three (3) times during the contract period, the State may require the Contractor to submit a corrective action plan and may increase the amount assessed for liquidated damages under that performance standard up to one hundred percent (100%).

For any violation of deliverables and/or requirements not explicitly described in the above table, LDH may impose Liquidated Damages in an amount up to two thousand five hundred dollars (\$2,500) per occurrence per Calendar Day.

The decision to impose Liquidated Damages may include consideration of some or all of the following factors: a.) The duration of the violation; b.) Whether the violation (or one that is substantially similar) has previously occurred; c.) The Contractor's history of compliance; d.) The severity of the

violation and whether it imposes an immediate threat to the health or safety of the consumers; and e.) The “good faith” exercised by the Contractor in attempting to stay in compliance.

PART 3 – Non-Mandatory Pre-Proposal Conference Attendance Record

**Attendance Record - Pre-Proposal Conference
Bureau of Health Services Financing**

**RFP # 3000016353 – Home & Community-Based Services Data Management and Electronic Visit Verification Services
ZOOM Location: <https://us02web.zoom.us/j/89200645582>; Date: 5/21/2021; Time: 10:00AM-11:30AM CST**

AssureCare	Greg Silence EVP, Co-Founder	gsilence@assurecare.com	O: 513-618-2146 C: (Redacted)
CareBridge Health	Brendan Fulmer, VP / Todd Leri	brendan.fulmer@carebridgehealth.com todd.leri@carebridgehealth.com	Brendan Fulmer C: (Redacted)
Conduent Govt. Healthcare Solutions	Mark Marostica	mark.marostica@conduent.com	C: (Redacted)
Conduent Govt. Healthcare Solutions	Kelley Carson Vice President/GM	Kelley.Carson@conduent.com	C: (Redacted)
Conduent Govt. Healthcare Solutions	Douglas Stewart Director	douglas.stewart@conduent.com	C: (Redacted)
Conduent Govt. Healthcare Solutions	Victor P. DaSilva Senior Proposal Development Manager Global Sales Enablement	VICTOR.DASILVA@conduent.com	C: (Redacted)
Deloitte Consulting, LLP	Subendu Sharma Senior Manager C&M HST	subsharma@deloitte.com	O: 406-202-1417
Emergent Method	John Snow, Partner Anthony Napolitano	john@emergentmethod.com anthony@emergentmethod.com	O: 225-372-5102 C: (Redacted)
FEI Systems	Rick Henley Principal Business Development Executive	rick.henley@FEISystems.com	C: (Redacted)

HHAEExchange	David Allen Director of Business Planning for HHAEExchange	dallen@hhaexchange.com	C: (Redacted)
MedExpert International, Inc.	Constance Churchman Information Systems Strategist	cchurchman@medexpert.com	O: 650-224-2288
Naha Health, LLC Vendor ID# V31020206401	George Bernardich Director of Operations/Procurement	gbernardich@nahahealth.com	O: 727-871-2056
Sandata	Brian Lawson RVP Business Deveopment	blawson@sandata.com	O: 516-484-4400 ext. 3131
Statistical Resources, Inc.	Steven M. Bucu, Ph.D. President	sbucu@statres.com	O: 225-767-0501
TherapServices	Jim DeBeaugrine Government Affairs Director	jim.debeaugrine@therapservices.net	O: 850-508-8908
TherapServices	Barry Pollack Regional Director	barry.pollack@therapservices.net	O: 386-259-2699
Tyler Technologies, Inc.	Robert Finlayson Business Development Executive	Robert.Finlayson@tylertech.com	O: 770-356-7021