

LOUISIANA



INDEPENDENT VERIFICATION AND VALIDATION (IV&V) SERVICES

**BUREAU OF HEALTH SERVICES FINANCING
DEPARTMENT OF HEALTH AND HOSPITALS**

RFP #: 3000003817

Proposal Due Date/Time: December 29, 2015, 4:00 p.m. CT

Release Date: November 13, 2015

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ACRONYMS

Acronym	Definition
ACA	Affordable Care Act
APD	Advance Planning Document
BHSF	Bureau of Health Services Financing
CDR	Critical Design Review
CFR	Code of Federal Regulations
CM	Configuration Management
CMM	Capability Maturity Model
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare and Medicaid Services
DDI	Design, Development, and Implementation
DHH	Louisiana Department of Health and Hospitals
DOA	Division of Administration
E&E	Eligibility and Enrollment
EA	Enterprise Architecture
FFP	Federal Financial Participation
FFY	Federal Fiscal Year
FI	Fiscal Intermediary
HIPAA	Health Insurance Portability and Accountability Act
IEEE	Institute of Electrical and Electronics Engineers
IT	Information Technology
IV&V	Independent Verification & Validation
JLCB	Joint Legislative Committee on the Budget
MEDS	Medicaid Eligibility Data System
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
OSP	Office of State Procurement
PDR	Preliminary Design Review
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMO	Project Management Office
QA	Quality Assurance
RFP	Request for Proposal
SDLC	System Development Life Cycle
SFY	State Fiscal Year
SME	Subject Matter Expert

GLOSSARY

Term	Definition
Advance Planning Document	A recorded plan of action to request Federal financial participation in the cost of a project or operations which will require the use of automated data processing equipment and services. APDs may be submitted for planning, implementation, operations, and updates as referenced in 45 CFR 95.610.

Term	Definition
Affordable Care Act	<p>The comprehensive health care reform law enacted in March 2010. The law was enacted in two parts: The Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name “Affordable Care Act” is used to refer to the final, amended version of the law.</p> <p>http://www.cms.gov/about-cms/aca/affordable-care-act-in-action-at-cms.html</p>
Bureau of Health Services Financing	The agency within the Department of Health and Hospitals responsible for day-to-day administrative operations of the Louisiana Medicaid Program.
Business Day	Traditional workdays, which are Monday, Tuesday, Wednesday, Thursday and Friday from 8 a.m. – 5 p.m. Central Time. Only Louisiana state holidays are excluded.
Calendar Days	All seven (7) days of the week. Unless otherwise specified, the term “days” in the Contract refers to calendar days.
Can	Denotes an allowable activity, but not a mandatory requirement.
Centers for Medicare and Medicaid Services	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children’s Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CMS Certification	<p>Federal MMIS certification is the procedure by which CMS validates that State Medicaid systems are designed to support the efficient and effective management of the program and satisfy the requirements set forth in Part 11 of the State Medicaid Manual (SMM), as well as subsequent laws, regulations, directives, and State Medicaid Director (SMD) letters. The certification process also validates that the systems are operating as described in the prior approval documents, e.g., Advance Planning Documents (APDs), Requests for Proposal (RFPs), and all associated contracts submitted to CMS for the purpose of receiving Federal Financial Participation (FFP).</p> <p>The CMS authority for requiring Federal certification is based, in part, on language found at Public Law 92-603, and the Code of Federal Regulations (CFR) at 42 CFR Part 433 and 45 CFR 95.611(d). In the absence of Federal certification, Medicaid systems are not authorized to receive enhanced Federal matching funds for their operation.</p>
Contract Monitor	A person designated by the State to be responsible for negotiating, administering, and enforcing the terms and conditions of the contract. The contract monitor is the State’s primary point of contact through which all contracting information flows between the State and the Contractor.
Contractor	Entity awarded the contract.
Department	Louisiana Department of Health and Hospitals.
DHH Modernization project manager(s)/team	State of Louisiana – Department of Health and Hospitals team led by the assigned Project Manager to steward the Modernization project.
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.

Term	Definition
Eligibility and Enrollment	All references to E&E within this document include all of the Medicaid Eligibility Data Systems and ancillary systems. The following systems are listed for reference but may not be all inclusive: Eligibility Determination, Online Application, Member Portal, Electronic Case Record, Resource Determination System, Notices System, Medical Determination System, Workflow Routing, Workload Balancing, Facility Notification System – Provider Request, Rules Engine, Document Management, etc.
Encounters	A distinct set of health care services provided to a Medicaid member enrolled with a Managed Care Organization (MCO) on the dates that the services were delivered.
Enterprise Architecture	Business technical framework which is the foundation to be used as a guide and benchmark for approving development, implementation and maintenance of business initiatives intended to meet organizational needs.
Enterprise Governance	A management structure assigned the responsibility to consult, guide and approve foundational changes to the Enterprise Architecture.
Fiscal Intermediary	The private fiscal agent with which DHH contracts to operate the Medicaid Management Information System. It processes Title XIX claims for Medicaid services and Title XXI claims for CHIP services provided under the Medical Assistance Program, issues appropriate payment and provides assistance to providers with claims.
Fiscal Year	Federal Fiscal Year (FFY): October 1 through September 30; State Fiscal Year (SFY): July 1 through June 30.
Governance	The management framework within which project decisions are made.
Health Insurance Portability and Accountability Act	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. http://www.hhs.gov/ocr/privacy/
Independent Verification & Validation	Independent third party assessments to verify that a product is well engineered and to validate that the project conforms to client requirements. See 45 CFR §95.626. http://www.ecfr.gov/cgi-bin/text-idx?SID=d0bd78724e388e289d3f16316899c2ea&mc=true&node=se45.1.95_1626&rqn=div8
May	Denotes an allowable activity, but not a mandatory requirement.
Medicaid	Bureau of Health Services Financing
Medicaid Enterprise	Solutions and business processes associated with those solutions that define the Medicaid Enterprises. Solutions include MMIS, E&E, and other ancillary systems.

Term	Definition
Medicaid Information Technology Architecture	A progressive standard for state Medicaid IT architecture as defined by the Centers for Medicare and Medicaid services. It presents a long-term strategy for modernizing state Medicaid computer systems and also interfacing data between state and federal agencies, recipients, and providers. http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/MITA/Medicaid-Information-Technology-Architecture-MITA-30.html
Medicaid Management Information System	The claims processing and information retrieval system which includes all providers enrolled in the Medicaid program.
Milestones	A checkpoint identified in the Project Plan.
Modernization	Action by the State which will replace existing components which do not meet the CMS Seven Conditions and Standards and MITA 3.0 compliance. These new system components must fit into the Enterprise Architecture, meet the CMS Seven Conditions and Standards, and be MITA and HIPAA compliant.
Modernization Components	Individual self-contained modules that deliver specifically defined functionality.
Monitor	To watch, track, and/or check on data/information, and to report on the data/information as determined by the State, including recommendations for resolutions of issues and suggestions for efficiencies.
Must	Denotes a mandatory requirement.
Office for Citizens with Developmental Disabilities	The office in DHH 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 Aging and Adult Services	The office in DHH 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 and over.
Office of Behavioral Health	The office in DHH that is responsible for behavioral health services for Louisiana Medicaid enrollees.
Office of Public Health	The office in DHH that is responsible for personal and environmental health services.
Operations	Ongoing, recurrent system activities.
PMO Director	The Director of the Project Management Office
Prime IV&V Contractor	Primary Contractor assigned the responsibility to provide IV&V services and support.
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 and award of contract, and all phases of contract administration.
Project Director	Individual assigned overall responsibility for delivery of the project goals.
Project Manager(s)	Individual(s) assigned lead responsibility for all or part of a project deliverable.
Proposer	An individual or organization submitting a proposal to an RFP.
Quality Assurance	This is the process by which a desired level of quality is maintained either in a product or service. Strong quality assurance reduces and sometimes prevents the number of mistakes or defects in a product or service.

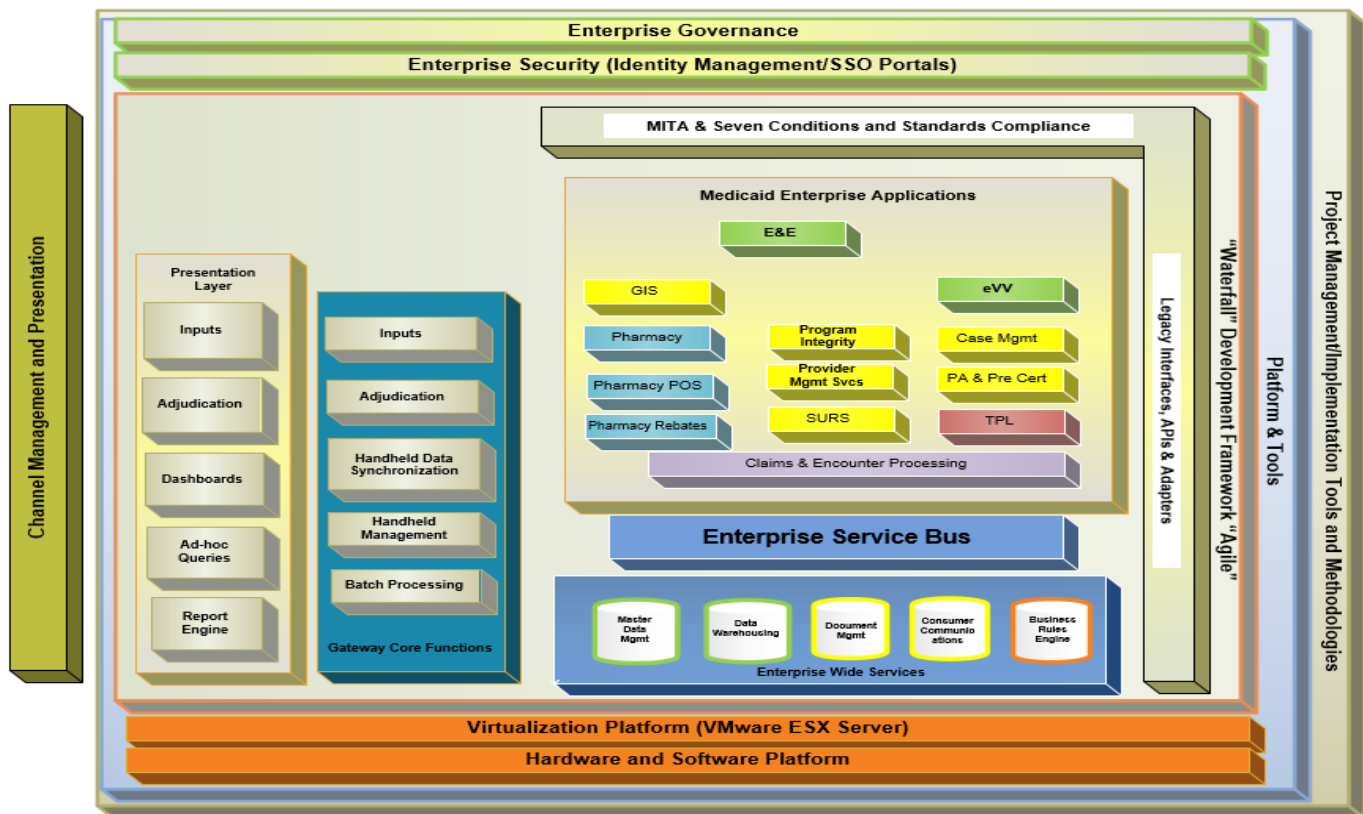
Term	Definition
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for the purpose of facilitating responses to public records requests.
Request for Proposal	A formal solicitation for Contractor recommendations on how specific functional requirements can be satisfied.
Requirements Traceability Matrix	A log serving as a living document which identifies how approved requirements are addressed and resolved from the point of identification through to post implementation support.
Seven Conditions and Standards	<p>On April 11, 2011, the Centers for Medicare and Medicaid Services (CMS) issued new standards and conditions that must be met by the states in order for Medicaid technology investments (including traditional claims processing systems, as well as eligibility systems) to be eligible for enhanced Federal Financial Participation (FFP) funding. This regulation is meant to build on the work CMS, states and private industry have done over the last six years under the Medicaid Information Technology Architecture (MITA) initiative. The MITA initiative produced an architecture framework—business, technical, and information—along with a business maturity model for process improvement, that guides the planning of technology and infrastructure build-out to meet the changing business needs of Medicaid programs.</p> <p>http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf</p>
Shall	Denotes a mandatory requirement.
Should	Denotes a preference, but not a mandatory requirement.
State	Used to refer to the State of Louisiana, including, but not limited to DHH.
Subcontractor	Entity contracted by the Contractor to perform certain duties of the contract.
Successful Proposer	The successful Proposer is the entity that the contract is awarded to for purposes of this RFP and is used interchangeably throughout this RFP with the term Contractor.
Sufficient	The Department's expectation the submitted proposal includes staff to perform all duties of the contract and to meet all performance measures.
Will	Denotes a mandatory requirement.

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. DHH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of the Bureau of Health Services Financing (BHSF), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The Medicaid Management Information System (MMIS) Section within BHSF is responsible for the oversight, coordination, authorization, prioritization, and monitoring of the Medicaid Fiscal Intermediary (FI) contract to ensure a certified MMIS. The FI is responsible for processing and reposing Managed Care Organization encounter data, processing fee-for-service claims for covered Medicaid services, and the timely and accurate reporting to state and federal agencies. The MMIS maintains data on approximately 38,000 qualified Medicaid providers, and maintains recipient eligibility, claims, and encounter data for over one million individuals, of which over 900,000 are enrolled in Managed Care Plans.
5. The Eligibility Systems Section within BHSF governs Medicaid enrollment operations, including IT systems. The Eligibility Section is responsible for managing the day-to-day operations of the Medicaid Eligibility Data System (MEDS) and its ancillary systems. The Eligibility Solution utilizes MEDS to meet operational needs related to eligibility determinations and enrollment. MEDS is the system used to capture, maintain, and transmit Medicaid eligibility information within the Department and to external agencies. MEDS is vital to DHH to provide Medicaid eligibility status and confirmation to external entities as necessary, allowing enrollees to receive services in a timely manner and ensuring that providers of Medicaid services can bill and receive payment for services performed.
6. The Medicaid Systems Modernization Section within BHSF has been recently established to dedicate resources to the modernization, and not the operation, of the eligibility and claims processing systems described above. Once fully staffed, this section will be comprised of project managers and subject matter experts who will work alongside contract staff as an integrated team to support and advance the best interests of the State.

Figure 1: Modernization Vision



B. Purpose

1. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Proposers to provide Independent Verification & Validation (IV&V) services for Medicaid Enterprise solutions. The Contractor must provide sufficient resources to perform IV&V services across multiple Modernization components and meet the timelines as required by the State. Modernization components include:

a. Eligibility & Enrollment (E&E)

- The modernized E&E solution will provide real-time eligibility determinations and support the business processes for eligibility and enrollment in Louisiana Medicaid programs using modern and lasting technologies. This will allow the State to be more agile in responding to the changing needs of applicants, enrollees and partners while complying with all federal and state requirements.
- This component of the Modernization Project is expected to take 30 months to complete.
- Additional information may be found in the Medicaid Eligibility and Enrollment Solution RFP at this address: <http://dhh.louisiana.gov/index.cfm/newsroom/detail/3252>.

b. Medicaid Management Information System (MMIS)

- The modernized MMIS will be comprised of various functional modules that align with the Seven Conditions and Standards, with each module implemented in a phased or staggered approach. The IV&V Contractor will assist the State in defining the sub-components and services needed for a complete solution to meet business challenges.
- This component of the Modernization Project is expected to last the entire duration of the contract.
- The initial phases of the MMIS portfolio include the following (in alphabetical order):
 - Claims/Encounter Processing
 - Dynamic File Management System

- Pharmacy
 - Prior Authorization and Pre-Certification
 - Program Integrity
 - Provider Management Services
 - Surveillance and Utilization Review (SURS)
 - Third Party Liability
- c. Enterprise Architecture (EA)
- DHH plans to modernize solutions via the implementation of a centralized architectural strategy. This Enterprise Architecture is necessary to implement solutions which can communicate effectively, reduce the time and cost required for system changes, minimize the cost of service delivery and maintenance, and provide consolidated analytics for informed decision making. DHH may elect to interface existing applications and data into the new Enterprise Architecture without mandating the replacement of those systems. Applications and data may be assigned a specific project for which the IV&V Contractor would be engaged in the Modernization project.
 - This component of the Modernization Project is expected to take 12 months to complete.
 - Additional information may be found in the Enterprise Architecture for DHH - Medicaid Systems Modernization RFP at this address:
<http://dhh.louisiana.gov/index.cfm/newsroom/detail/3372>
- d. Enterprise Governance
- Central to the modernization of these solutions is not only the development of the technical components, but also the policies, procedures, and standards (Enterprise Governance) around those technologies. These governance standards are critical to assuring reduced time and cost for system changes, minimizing cost of service delivery and maintenance, and providing consolidated analytics for informed decision making.
 - This component of the Modernization Project is expected to begin after the completion of the EA and will remain for the duration of the contract.

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

2. A contract is necessary to procure IV&V services which include, but are not limited to:
 - a. Develop a project work plan.
 - b. Review and make recommendations on both State and vendor management of the Modernization Project, and the technical aspects of the Modernization Project.
 - c. Monitor performance of the Modernization components' Contractors throughout the Design, Development, and Implementation (DDI) System Development Life Cycle (SDLC) to ensure CMS certification/approval.
 - d. Consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the system's ability to meet program needs.
 - e. Provide risk management assessment and capacity planning services.
 - f. Develop performance metrics which allow tracking of Modernization Project completion against milestones set by the State.
 - g. Develop an IV&V project management plan, including recommendations for: adequate staff; staff skills, positions and abilities; methodology for conducting IV&V reviews; equipment resources; training and facilities; and functional responsibility and authority within a structured project organization.

- h. Analyze project management activities and evaluate project progress, resources, budget, schedules, work flow and reporting.
- i. Review and analyze project management planning documents.
- j. Review and analyze project software development documents.
- k. Review and monitor development processes to ensure they are being documented, carried out, and analyzed for improvement.
- l. Assess the project's Configuration Management (CM) function/organization by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage system changes.
- m. Perform a detailed review of project deliverables for accuracy, completeness, and adherence to contractual and functional requirements.
- n. Perform a detailed review of the system documentation (Requirements, Design, Training, Test, Management Plans, etc.) for accuracy and completeness.
- o. Perform a detailed review of the software architecture for feasibility, consistency, and adherence to industry standards.
- p. Inventory and review the application software for completeness and adherence to programming standards for the Modernization Project.
- q. Analyze application, network, hardware and software operating platform performance characteristics relative to expected/anticipated/contractually guaranteed results and industry standards/expectations.
- r. Review and recommend a process for tracking of business and technical requirements to their source and review the process established during the planning phase for requirements traceability throughout the subsequent development/implementation phase. Review the traceability of system requirements to design, code, test, and training.
- s. Assess and recommend improvements, as needed, to assure maintenance of a data center, including data center input to the Modernization Project regarding operational and maintenance performance of the application.
- t. Assess and recommend improvements, as needed, to assure software testing is performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.
- u. Assess and recommend improvements, as needed, to assure appropriate training is planned and carried out.
- v. Review system hardware and software configuration and report on any compatibility and obsolescence issues.
- w. Review and analyze system capacity studies.
- x. Assure current and future business and technological needs of DHH's Modernization Components comply with CMS MITA standards, ACA, and the CMS Seven Conditions and Standards.
- y. Analyze and present recommendations for the best solution(s) to achieve a cost effective and administratively efficient EA and Enterprise Governance model.
- z. Participate in the procurement process by reviewing and commenting on RFIs or RFPs, ensuring that the State has clearly documented the business requirements.
- aa. Participate in proposal review preparations by assisting in the creation of the evaluation criteria materials and making recommendations where appropriate.
- bb. Create, maintain, and report on a Requirements Traceability Matrix, the DDI Contractor(s) responses to those requirements, and whether the DDI Contractor(s) meets, exceeds or fails to meet the requirements outlined in the RFP.
- cc. Review and recommend changes to Advanced Planning Documents (APDs) as assigned by the State.

dd. Report all analyses and findings of verification and validation activities in a State-approved format.

C. Mandatory Qualifications for Proposer

To be considered for award, the combined experience of the Proposer and its Key Personnel must demonstrate the following in the proposal:

1. Have served as Prime IV&V Contractor for the Design, Development, and Implementation (DDI) of at least two (2) of the Modernization components specified in Section I §B.1. for at least two (2) successfully completed projects for a state government entity during the past five (5) years.
 - Provide a minimum of one (1) reference for each of the successfully completed project implementations verifying work as Prime Contractor.

All references shall be submitted using the form shown in Attachment VII and located in the Procurement Library.

D. RFP Addenda

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

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

The supplements may also be posted at:

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

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

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

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

Kristi Bonvillain
Department of Health and Hospitals
Bureau of Health Services Financing
628 N. 4th Street, 7th floor
Baton Rouge, LA 70802
225-342-5929 (Office)
225-342-4794 (Fax)
E-mail: Kristi.Bonvillain@la.gov

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

B. Blackout Period

1. The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any Contractor of the State. "Involvement" in the procurement process includes, but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All

solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

Any bidder, Proposer, or state Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

- a. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.2545;
- b. Duly noticed site visits and/or conferences for bidders or Proposers;
- c. Oral presentations during the evaluation process; or
- d. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

2. This RFP is available in PDF at the following web links:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

C. Proposer Inquiries

1. DHH will consider written inquiries regarding the requirements of the RFP or Scope of Services provided before 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 submitted to the RFP Coordinator at the above email address by the date specified in the Schedule of Events.
2. The Proposer shall provide an electronic copy of the inquiries in a Microsoft Excel table in the format specified below:

Submitter Name	Document Reference (e.g., RFP, Procurement Library Document)	Section Number	Section Heading	Page Number in Referenced Document	Question
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3. Action taken as a result of verbal discussion shall not be binding on the State. Only written communication and clarification from the RFP Coordinator shall be considered binding.

D. Pre-Proposal Conference

Not required for this RFP.

E. Schedule of Events

The State reserves the right to deviate from this Schedule of Events.

Schedule of Events	
Public Notice of RFP	Friday, November 13, 2015
Deadline for Receipt of Written Questions	Monday, November 30, 2015, 4:00 p.m. CT
Response to Written Questions	Wednesday, December 9, 2015
Deadline for Receipt of Written Proposals	Tuesday, December 29, 2015, 4:00 p.m. CT
Contract Award Announced	Friday, January 22, 2016
Contract Begins	Friday, March 11, 2016

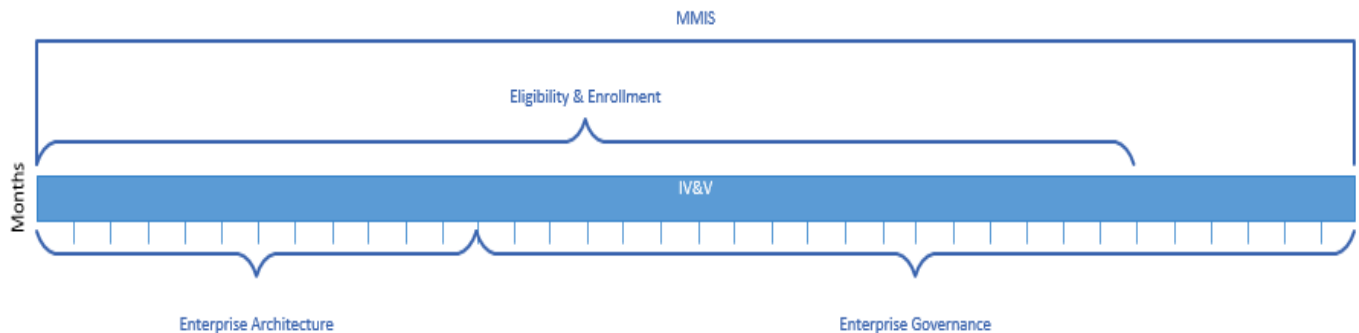
III. SCOPE OF WORK

A. Project Overview

The Contractor selected will perform IV&V services and complex information technology performance evaluations and reviews of all Modernization components. Areas of responsibilities for the IV&V Contractor shall include, but are not limited to, those defined in this section.

The timeline below depicts the anticipated progress of each Modernization component (Enterprise Governance, EA, E&E, and MMIS). The State reserves the right to deviate from this schedule.

Estimated Timeline by Component



The IV&V Contractor shall participate with the State, CMS, and the DDI Contractors during project initiation and throughout the course of the project in defining a realistic schedule for each Modernization component.

B. Deliverables

The following tables identify the anticipated deliverables. The State reserves the right to request additional analyses, as needed. Likewise, the IV&V Contractor may suggest development of additional deliverables in specific areas. The State must authorize the need for any additional deliverables prior to their development.

Where applicable, the deliverable must be developed in accordance with CMMI, PMBOK, and IEEE (or approved equivalent) standards. When no applicable standard exists, the methodology and processes used in the analysis and creation of the deliverable must be delivered to the State prior to its use, and described in the final deliverable. All deliverables, standards, processes, plans, and applicable reference materials will be made available upon request of the State.

Copies of all deliverables will be delivered simultaneously to the State and to the appropriate Federal agencies. Frequencies of deliverables are provided in the table below. The State reserves the right to extend the due date if appropriate, due to document size, schedule or changes in scope. The IV&V Contractor must notify the State of an anticipated delay of a deliverable, as far in advance of the due date as possible.

All activities in Sections B.1 through B.13 are mandatory IV&V activities and are requirements of this RFP.

1. IV&V Project Management

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

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Conduct Periodic Review(s)	IM-4	<p>Prepare and deliver a follow-up IV&V report on the required activities. Report on the status of each activity and progress since the previous report.</p> <p>Periodic IV&V Reviews will commence six (6) months following the start of the previous IV&V review. The initial IV&V Review will include the following activities:</p> <ol style="list-style-type: none"> Submit to IV&V Contract Manager a schedule of review activities to be performed with the State; Submit to IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed; Submit to IV&V Contract Manager a list of project documentation to be provided for IV&V Contractor review, and, Submit to IV&V Contract Manager a list of project meetings, etc., to be attended and observed by the IV&V Contractor. <p>Upon completion of the above, the IV&V Contractor will review and analyze collected project artifacts and draft the respective Periodic IV&V Review Report.</p>
Management Briefing	IM-5	<p>Prepare and deliver a formal presentation(s) on the status of the IV&V project. Present as required by the State.</p> <p>If desired by and requested by the State, the IV&V Contractor will prepare and deliver a debriefing related to the latest, respective (initial or periodic) IV&V Review Report's results to the State and CMS. Any such debriefing will be performed upon request by the State. Debriefings conducted without State's request within the IV&V Services contract are prohibited.</p>
Initial IV&V Review Report	IM-6	<ol style="list-style-type: none"> An initial IV&V Review Report (Draft Version) will be delivered to appropriate Federal agencies and the IV&V Contract Manager (at the same time) sixty (60) calendar days after the start of the initial IV&V Review. The appropriate Federal agencies will review this Draft Version and provide comments that will be incorporated to the Draft Version of the initial IV&V Review Report and a revised report will be released to the State five (5) calendar days after receipt of Federal comments to the Draft Version of the initial IV&V Review Report. State comments to the Draft Version of the initial IV&V Review Report will be returned to the IV&V Contractor within 20 calendar days of receipt of the Draft Version of the initial IV&V Review Report. <p>The IV&V Contractor will correct mistakes of fact to the Draft Version of the initial IV&V Review Report, and append to the Draft Version all other State comments, and redeliver the initial IV&V Review Report, marked as Final, to appropriate Federal agencies and the State. This Final Version of the initial IV&V Review Report deliverable concludes the initial IV&V Review.</p>

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Periodic IV&V Review Report	IM-7	<p>a. A Periodic IV&V Review Report (Draft Version) will be delivered to appropriate Federal agencies and the IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the respective Periodic IV&V Review.</p> <p>b. Appropriate Federal agencies will review this Draft Version and provide comments that will be incorporated to the Draft Version of the Periodic IV&V Review Report and a revised report will be released to the State five (5) calendar days after receipt of comments to the Draft Version of the respective Periodic IV&V Review Report.</p> <p>c. State comments to the Draft Version of the Periodic IV&V Review Report will be returned to the IV&V Contractor within 20 calendar days of receipt of the Draft Version of the respective Periodic IV&V Review Report.</p> <p>The IV&V Contractor will correct mistakes of fact to the Draft Version of the respective Periodic IV&V Review Report, and append to the Draft Version all other State comments, and redeliver the Periodic IV&V Review Report, marked as Final, to appropriate Federal agencies and the State. This Final Version of the respective Periodic IV&V Review Report deliverable concludes the respective Periodic IV&V Review.</p>
Deliverable Observation Report (DOR)	IM-8	<p>If desired and requested by the State, the IV&V Contractor will prepare and deliver a one-time, focused, specific Deliverable Observation Report to the IV&V Contract Manager (for delivery to the State) and CMS, at the same time, presenting an analysis of a prescribed deliverable or other task not specifically referenced by this scope of work. Examples of such focused Deliverables Observation Reports include: a network capacity, bandwidth, and throughput analysis; and, independent analysis of compliance of a project deliverable with contract specifications, etc. The State may receive a debriefing on the results of such a DOR from the IV&V Contractor only with the concurrence and attendance of CMS.</p>
Weekly Report	IM-9	<p>Provide weekly reports, , on the first business day of the following week, or as determined by the State, and in accordance with the template as approved by the State. Reports shall include the results and findings of all IV&V services provided during the week, unless otherwise instructed by the State.</p>

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Requirements Tracking Report	IM-11	Identify and track the completion of all requirements necessary for CMS certification and/or approval review and provide a weekly report to the State.
Approval Progress Reports	IM-12	Provide the State and CMS regular Certification Progress Reports and gate review crosswalks to include progress against system and programmatic critical success factors, risks, recommendations, MITA updates, and all other elements as required by CMS.
Monthly Operations Report	IM-13	Prepare monthly operations status report containing, at a minimum, any discrepancies found on reports submitted by the DDI Contractor(s), including but not limited to: <ul style="list-style-type: none"> i. Monthly status reports; ii. Staffing; iii. Performance metrics; iv. Monthly invoices; and v. Statistical reports.
Transition Plan	IM-14	<p>In the event the IV&V Contractor is terminated, there will be a transition period.</p> <p>Each Proposer shall submit an initial transition and takeover plan which outlines the procedures and timelines to ensure continuity of IV&V services, for monitoring the Modernization Project, in the event of contract termination or award of the IV&V contract to another Contractor. The initial transition/takeover plan must include procedures that shall, at a minimum, comply with the following stipulations:</p> <ul style="list-style-type: none"> ii. Upon completion of the contract or, if terminated earlier, all records, reports, worksheets, or any other pertinent materials related to the execution of the contract will become the property of the State; iii. Provide links to all project related documents residing on the State site maintained by the IV&V Contractor; and iv. The transition/takeover plan must be adhered to within thirty (30) calendar days of written notification from the State unless other appropriate timeframes have been approved by the State. <p>All Proposers shall include the approach they would take in meeting the transition requirements. In addition to the initial transition plan, an updated plan shall be provided to the State upon the State's request.</p>
Record Keeping Requirements	IM-15	Use State owned resources to store working drafts, final deliverables, and all supporting documentation.
Record Keeping Requirements	IM-16	Utilize document tracking tools approved or specified by DHH and develop the document control procedures to be used for all project reviews and reports. These procedures are to ensure that all project tasks and deliverables are documented, tracked, and delivered timely.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Archive Documents	IM-17	A complete CD-ROM archive of all IV&V Documents including draft and final reports, status briefings, exception reports, all versions of the Project Management Workplan, Deliverable Observation Review (DOR) Reports, Monthly (Financial) Invoicing, Project Status Reports, and all project materials, documentation, artifacts, data, reports, forms, etc., collected by the IV&V Contractor during the course of their latest IV&V Review. This complete archive is to be submitted with the respective final invoice for the IV&V Review period in question.
MITA and Seven Conditions & Standards Requirements	IM-18	Maintain and update all MITA and Seven Conditions and Standards business processes, changes, and updates resulting from DDI or as a result of CMS regulations and state requirements; including tracking and documentation for submittal to CMS.
Certification Readiness Reviews	IM-19	Assess readiness for CMS certification milestone reviews.
Compliance Reviews	IM-20	Monitor Federal and State regulations adherence and implementation of new initiatives.
Stakeholder Feedback	IM-21	Propose and present a method of soliciting and documenting concerns and reactions of stakeholders, as well as a means of analyzing and responding to those concerns up to and after implementation.
Ongoing Monitoring	IM-22	Continuously monitor all facets of the project including, but not limited to, work plans, implementation plans, general system design, detailed system design, system testing, system interfaces, conversion, acceptance testing phase, pilot operations and a statewide implementation plan.
Validation	IM-23	Participate with the joint PMO to perform validation of system integration testing, interface testing, pilot operations, operational readiness assessment, and user acceptance test plans, including test criteria and procedures for DDI.
General Requirements	IM-24	Provide all hardware and software needed to create all deliverables in this RFP. This includes all necessary supplies, equipment, and staff support required to generate these deliverables. Perform contracted services/tasks and produce the required IV&V deliverables and reports in a format approved by the State and by the due dates presented in the IV&V work plan and schedule for the management of the Modernization Project.
General Requirements	IM-25	Monitor the performance of the selected DDI Contractors and review all products and deliverables as defined in the contract, including the RFP, the proposal from the selected DDI contractor, and the specific deliverables and estimated submission dates confirmed during the DDI project initiation phase.
General Requirements	IM-26	Make recommendations on changes/improvements and corrective action when activities or deliverables fail to achieve the standards or timelines established in the RFP, the DDI Contractor's proposal, and the contract.
General Requirements	IM-27	Monitor and evaluate the project progress and identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of weekly project status reporting.

2. Staffing Requirements/Qualifications

The State understands that resources may fill multiple roles while providing IV&V services and staffing levels will fluctuate. The IV&V Contractor shall take this into consideration while planning resource needs for this contract.

The State will provide workspace for the IV&V Contractor during the contract term. IV&V services shall be conducted on-site except when granted prior approval by the State. For example, the IV&V Contractor may request that some work, such as the review, analysis, and reporting of collected project artifacts, be performed at their own place of business.

Key personnel must be committed full-time for the duration of the contract term or as otherwise stated in the requirements below. Resumes for all staff must be included in the proposal as stated in Section IV § P.8. The State reserves the right to approve or disapprove any of the IV&V Contractor's proposed changes in staff or to require the removal or reassignment of any Contractor employee found unacceptable by the State. Removal of a Contractor employee shall mean that the individual may no longer work on any Modernization project. The State's request does not require any reason as to the request. There shall be no negotiation relative to the request. Reassignment request(s) from the Contractor shall include a justification of why the reassignment is beneficial to the State. This substitution/replacement must occur within thirty (30) calendar days once notice in writing is provided by the State. The State reserves the right to approve all individuals assigned to this project and no substitution of personnel shall be made without the prior written approval of the State. The State agrees to reasonably review substitution requests. Substitutions should possess equivalent or superior qualifications and experience to the original candidate as defined in the proposed resumes.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Staffing Requirements	SR-1	Provide staff that possess the skill sets and experience to address the requirements in the SOW.
Staffing Requirements	SR-2	Provide staff that are proficient in spelling, sentence structure, and grammar of the English language and are proficient in spoken English.
Staffing Requirements	SR-3	Disclose other projects, in addition to this project, to which personnel are assigned and indicate the time allocated for each project. It is the State's expectation that the same individuals be available for the duration of this project.
Staffing Requirements	SR-4	Staff shall be available during standard business days, which are Monday thru Friday, 8:00 a.m. – 5:00 p.m. Central Time, and be available outside of standard business days on an as-needed basis. The Contractor shall follow the State's Holiday schedule per La. R.S. 1:55. Any deviations from this requirement must be approved by the State Contract Monitor or designee in writing.
Key Personnel	SR-5	Provide one (1) Project Director who can commit full-time for the entirety of the contract term. The Project Director or designee will be responsible for oversight of the Enterprise Governance.
Key Personnel	SR-6	Provide one (1) Project Manager each for E&E, MMIS, and EA who can commit full-time once the component is initiated and through implementation.
Key Personnel	SR-7	Provide one (1) Testing Manager who can commit full-time for the entirety of the contract term.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Staffing Qualifications	SR-8	<p>The Project Director must possess a Project Management Professional (PMP) or Master Project Management (MPM) certification, or have an industry equivalent certification, and a minimum of five (5) years of large scale (multi-million dollar) project management experience with at least two (2) of those five (5) years in project management of an MMIS, EA, or E&E system or other health care claims processing or eligibility system project.</p> <p>This is a preferred, but not mandatory, requirement for Project Managers.</p>
Staffing Qualifications	SR-9	<p>The Project Director shall:</p> <ol style="list-style-type: none"> Have extensive experience in the implementation, operations, and maintenance of an MMIS, EA, or E&E system or other health care claims processing or eligibility system project; Have the ability to adapt to ambiguous situations on a consistent basis; Have extensive knowledge in system requirements definition and analysis, test plan definition and execution, and performance measurement; Be knowledgeable in Enterprise Architecture, network communications, and infrastructure development and interoperability; Be able to work independently and lead specific tasks; Have a minimum of two (2) years of Enterprise Governance oversight experience; and Have a minimum of three (3) years of experience in Enterprise Architecture where some of the experience includes Enterprise Service Bus models.
Staffing Qualifications	SR-10	<p>The Testing Manager must have minimum of five (5) years of large scale (multi-million dollar) test script and test plan experience with at least two (2) of those five (5) years work experience specific to MMIS, EA, or E&E system or other health care claims processing or eligibility system project.</p>

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Staffing Qualifications and Requirements	SR-11	<p>The Testing Manager shall:</p> <ul style="list-style-type: none"> a. Have experience in: <ul style="list-style-type: none"> a. Managing and providing guidance on all aspects of UAT; b. Providing overall management of the UAT effort; c. Coordination of staff and testing activities; d. Coordination with the Developer System Testing group; and e. Managing efforts of the designated test staff; b. Ensure appropriate communication is maintained between the State and testing support team; c. Ensure that testing approaches and processes address all established requirements and demonstrate the ability of the system to meet the requirements; d. Ensure all requirements are accurately reflected in test planning and execution, and that traceability to requirements is maintained; e. Coordinate the on-going maintenance of the Requirements Traceability Matrix with test related data; f. Lead development of the UAT Plan; g. Lead development of a comprehensive set of UAT conditions and scripts/scenarios; h. Lead development and delivery of UAT training for the UAT Team; i. Review, track, and assist in the preparation and prioritization of defects, including documentation of errors and unexpected results; j. Monitor UAT progress including detailed analysis, tracking, and documentation of UAT metrics (e.g., number of tests successfully completed, the number of retests, and the total remaining test effort); k. Identify, document, and assess test-related issues as well as support risk identification and mitigation in the UAT area; and l. Review, assess, and make recommendations regarding UAT readiness and completion for implementation.

3. Planning Oversight

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Procurement	PO-1	Verify the procurement strategy supports State and Federal project objectives.
Procurement	PO-2	Review and make recommendations on the solicitation documents relative to their ability to adequately inform potential vendors about project objectives, requirements, risks, etc.
Procurement	PO-3	Verify the evaluation criteria are consistent with project objectives and evaluation processes are consistently applied; verify all evaluation criteria are metrics based and clearly articulated within the solicitation documents.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Procurement	PO-4	Verify that the obligations of the vendor, sub-contractors and external staff (terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. This includes verifying that performance metrics have been included that will allow tracking of project performance and progress against criteria set by the State.
Procurement	PO-5	Verify the final contract for the vendor team states that the vendor will participate in the IV&V process, being cooperative for coordination and communication of information.
Feasibility Study	PO-6	Perform ongoing assessment and review of State methodologies used for the feasibility study, verifying it was objective, reasonable, measurable, repeatable, consistent, accurate and verifiable.
Planning Documents	PO-7	Review and evaluate the APD documents.
Cost Benefit Analysis	PO-8	Review and evaluate the Cost Benefit Analysis to assess its reasonableness.
Meetings	PO-9	Attend and participate in all meetings and walk-throughs. Provide meeting minutes to the Department for review within three (3) business days. Review meeting minutes submitted by other contractors and provide comments to the Modernization Project Director or designee within two (2) business days.
Cost Allocation	PO-10	Recommend cost allocation methodologies for shared modernization components that comply with the Office of Management and Budget Circular A-87 and are approvable by Cost Allocation Services (CAS). https://www.whitehouse.gov/omb/circulars_a087_2004/
MITA	PO-11	Participate with DHH in completing MITA activities, including the state self-assessment, "As-Is" and "To-Be" architecture, MITA transition planning, and iterative updates.
Procurement	PO-12	Advise the State on make vs. buy decisions.

4. Project Management

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Project Sponsorship	PM-1	Assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.
Project Sponsorship	PM-2	Verify that executive sponsorship has bought-in to all changes which impact project objectives, cost, or schedule.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Management Assessment	PM-3	Verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Management Assessment	PM-4	Evaluate project progress, resources, budget, schedules, work flow, and reporting.
Management Assessment	PM-5	Assess coordination, communication and management to verify DDI Contractors, agencies, and departments are not working independently of one another and are following the communication plan.
Project Management	PM-6	Ensure that project management of the Systems Development Life Cycle (SDLC) for this project is conducted with industry best practices.
Project Management	PM-7	Verify that a Project Management Plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
Project Management	PM-8	Assist the State in review of and evaluate the DDI Contractor's Project Work Plan to verify that all key functions have been addressed to increase the likelihood for a successfully completed project within the time frames identified by the State.
Project Management	PM-9	Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics.
Project Management	PM-10	Assist the State in defining high level system needs and the design milestones to be met.
Project Management	PM-11	Verify milestones and completion dates are planned, monitored, and met.
Project Management	PM-12	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.
Project Management	PM-13	Evaluate the system's planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
Business Process Reengineering	PM-14	Evaluate the project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
Business Process Reengineering	PM-15	Verify that the reengineering plan has the strategy, management backing, resources, skills, and incentives necessary for effective change.
Business Process Reengineering	PM-16	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, and incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.

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

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Project Personnel	PM-42	Examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for the development task.
Project Personnel	PM-43	Evaluate the State's hiring plan for the project to verify that adequate human resources will be available for development and maintenance.
Project Personnel	PM-44	Evaluate the State's personnel policies to verify that staff turnover will be minimized.
Project Organization	PM-45	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
Project Organization	PM-46	Verify that the project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success.
Subcontractors and External Staff	PM-47	Evaluate the use of sub-contractors or other external sources of project staff (such as information system (IS) staff from another State organization) in project development.
Subcontractors and External Staff	PM-48	Verify that the obligations of sub-contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.
Subcontractors and External Staff	PM-49	Verify that the subcontractors' software development methodology and product standards are compatible with the system's standards and environment.
Subcontractors and External Staff	PM-50	Verify that the subcontractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project
Subcontractors and External Staff	PM-51	Verify that any proprietary tools used by subcontractors do not restrict the future maintainability, portability, and reusability of the system.
State Oversight	PM-52	Verify that State oversight is provided in the form of periodic status reviews and technical interchanges.
State Oversight	PM-53	Verify that the State has defined the technical and managerial inputs the subcontractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
State Oversight	PM-54	Verify that the State has the ultimate responsibility for monitoring project cost and schedule.

5. Quality Management

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Quality Assurance	QA-1	Provide quality assurance and support services for the duration of the contract.
Quality Assurance	QA-2	Evaluate and make recommendations on the project's Quality Assurance plans, procedures, and organization.
Quality Assurance	QA-3	Verify that QA has an appropriate level of independence from project management.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Quality Assurance	QA-4	Verify that the QA organization monitors the fidelity of all defined processes in all phases of the project.
Quality Assurance	QA-5	Verify that the quality of all products produced by the project is monitored by formal reviews and sign-offs.
Quality Assurance	QA-6	Verify that project self-evaluations are performed and that measures are continually taken to improve the process.
Quality Assurance	QA-7	Monitor the performance of the QA team by reviewing its processes and reports and performing checks of system documentation; assess findings and performance of the processes and reports.
Quality Assurance	QA-8	Ensure that the design is realizable and able to integrate.
Quality Assurance	QA-9	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's Quality Assurance plans, procedures, and organization.
Quality Assurance	QA-10	Verify that the QA vendor provides periodic assessment of the (CMM) activities of the project and that the project takes action to reach and maintain the CMM level as defined by the State.
Quality Assurance	QA-11	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement.
Quality Assurance	QA-12	Present a review of Quality Assurance activities weekly.
Process Definition and Product Standards	QA-13	Review and make recommendations on all defined processes and product standards associated with the system development.
Process Definition and Product Standards	QA-14	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
Process Definition and Product Standards	QA-15	Verify that the processes and standards are compatible with each other and with the system development methodology.
Process Definition and Product Standards	QA-16	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel.

6. Training

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Developer Training and Documentation	TR-6	Review and make recommendations on the training provided to system developers.
Developer Training and Documentation	TR-7	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times.
Developer Training and Documentation	TR-8	Verify that all necessary policy, process and standards documentation is easily available to developers.
Developer Training and Documentation	TR-9	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.

7. Requirements Management

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Requirements Management	RM-1	Evaluate and make recommendations on the project's processes and procedures for managing requirements.
Requirements Management	RM-2	Verify that system requirements are well-defined, understood, and documented.
Requirements Management	RM-3	Evaluate and verify that allocated hardware is sufficient to host system software.
Requirements Management	RM-4	Verify that software requirements can be traced through design, code, and test phases to verify that the system performs as intended and contains no unnecessary software elements.
Requirements Management	RM-5	Verify that requirements are under formal configuration control.
Requirements Management	RM-6	Review system requirements to ensure that they: <ul style="list-style-type: none"> a. Contain all characteristics, attributes, functional and performance requirements, and security and privacy requirements; b. Are traceable to stakeholder requirements and needs; and c. Are unique, complete, unambiguous, consistent, implementable, and verifiable.
Security Requirements	RM-7	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.
Security Requirements	RM-8	Evaluate the projects restrictions on system and data access.
Security Requirements	RM-9	Evaluate the projects security and risk analysis.
Security Requirements	RM-10	Verify that processes and equipment are in place to back up client and project data and files and archive them safely at appropriate intervals.
Requirements Analysis	RM-11	Verify that an analysis of State and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.
Requirements Analysis	RM-12	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
Requirements Analysis	RM-13	Verify that all stakeholders have bought-in to all changes which impact project objectives, cost, or schedule.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Requirements Analysis	RM-14	Verify that performance requirements (e.g. timing, response time, and throughput) satisfy user needs.
Requirements Analysis	RM-15	Verify that user's maintenance requirements for the system are completely specified.
Requirements Analysis	RM-16	Assist in facilitating design requirements analysis (RA) sessions, and provide staff to validate documentation provided by the DDI Contractor.
Interface Requirements	RM-17	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.
Requirements Analysis	RM-18	Verify that approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
Requirements Allocation and Specification	RM-19	Verify that all system requirements have been allocated to a either a software or hardware subsystem.
Requirements Allocation and Specification	RM-20	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
Reverse Engineering	RM-21	If a legacy system or a transfer system is or will be used in development, verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

8. Operating Environment

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
System Software	OE-6	Current and projected vendor support of the software will also be evaluated, as well as the State's software acquisition plans and procedures.
Database Software	OE-7	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
Database Software	OE-8	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scaleable, if it is easily refreshable, and if it is compatible with the State's existing hardware and software, including any on-line transaction processing (OLTP) environment(s).
Database Software	OE-9	Evaluate any current and projected vendor support of the software, as well as the State's software acquisition plans and procedures.
System Capacity	OE-10	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing.
System Capacity	OE-11	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
System Capacity	OE-12	Evaluate the results of any volume testing or stress testing.
System Capacity	OE-13	Evaluate any existing measurement and capacity planning program and evaluate the system's capacity to support future growth.
System Capacity	OE-14	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.

9. Development Environment

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Development Software	DE-6	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
Development Software	DE-7	Language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.)
Development Software	DE-8	Current and projected vendor support of the software will also be evaluated, as well as the State's software acquisition plans and procedures.

10. Software Development

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

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Detailed Design	SD-12	Verify that all design products are under configuration control and formally approved before coding begins.
Detailed Design	SD-13	Participate and assist the joint PMO and DHH in incremental reviews, leading up to an overall system Critical Design Review (CDR), and provide recommendations for moving forward or exercising project controls, each with a respective rationale. CDR is an interdisciplinary product and process assessment to ensure that the system under review can proceed into the system fabrication, demonstration, and test phases, and can meet the stated performance requirements within the cost (project budget), schedule (project schedule), risk, and other system constraints as defined by the joint PMO. Generally, this review assesses the system's final design as captured in the product's business process and technical specifications for each configuration item in the system (product baseline), and ensures that each product in the product baseline has been captured in the detailed design documentation.
Job Control	SD-14	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.
Job Control	SD-15	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.
Job Control	SD-16	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.
Job Control	SD-17	Evaluate the appropriate use of open source (OS) scheduling software.
Job Control	SD-18	Verify that job control language scripts are under an appropriate level of configuration control.
Code	SD-19	Evaluate and make recommendations on the standards and processes currently in place for code development.
Code	SD-20	Evaluate the existing code base for portability and maintainability, taking software metrics, including but not limited to modularity, complexity, and source and object size.
Code	SD-21	Code documentation will be evaluated for quality, completeness (including maintenance history) and accessibility.
Code	SD-22	Evaluate the coding standards and guidelines and the project's compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions, and format.
Code	SD-23	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.
Code	SD-24	Evaluate the project's use of software metrics in management and quality assurance.
Unit Test	SD-25	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
Unit Test	SD-26	Evaluate the level of test automation, interactive testing, and interactive debugging available in the test environment.
Unit Test	SD-27	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Unit Test	SD-28	Verify and validate unit test results of all program modules and processes, including code review as necessary, before they are integrated and system tested and ensure results of the unit tests are fully documented. The DDI Contractor is required to conduct system development, including quality assurance, in accordance with the approved system design deliverables.

11. System And Acceptance Testing

DELIVERABLE	DELIVERABLE #	DESCRIPTION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
System Integration Test	ST-2	Evaluate the level of automation and the availability of the system test environment.
System Integration Test	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
System Integration Test	ST-4	Verify that the test organization has an appropriate level of independence from the development organization.
Interface Testing	ST-5	Evaluate interface testing plans and procedures for compliance with industry standards.
User Acceptance Testing	ST-6	Create and verify test scripts and plans that are complete with step-by-step procedures, required pre-existing events or triggers, and expected results for UAT test artifacts.
User Acceptance Testing	ST-7	Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system.
User Acceptance Testing	ST-8	Verify that a sufficient number and type of test case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
User Acceptance Testing	ST-9	Verify that test results are verified, that the correct code configuration has been used, and that the test runs are appropriately documented, including formal logging of errors found in testing.
User Acceptance Testing	ST-10	Verify the test organization has an appropriate level of independence from the development organization.
User Acceptance Testing	ST-11	Validate user acceptance test results from the DDI Contractor with the joint PMO prior to implementation and on an ongoing basis as changes are made to the system.
User Acceptance Testing	ST-12	Prepare a user acceptance test validation strategy to ensure that the new technology meets the current and planned business needs.
User Acceptance Testing	ST-13	Document and report concerns, issues and risks, and recommendations as to the readiness for user acceptance testing. The intent of this task is to verify that the test plan was followed and the criteria used to test the scenarios for each deliverable has been reviewed and documented according to the processes developed.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Acceptance and Turnover	ST-14	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
Acceptance and Turnover	ST-15	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
Acceptance and Turnover	ST-16	Verify that the acceptance test organization has an appropriate level of independence from the subcontractor.
Acceptance and Turnover	ST-17	Verify that training in using the contractor-supplied software is to be on-going throughout the development process, especially if the software is to be turned over to State staff for operation.
Acceptance and Turnover	ST-18	Review, evaluate and provide feedback of the implementation plan.
Acceptance and Turnover	ST-19	Perform random sampling of test results documents and execute the test scenario during the testing phases to verify that the system performs according to the documented results.
Acceptance and Turnover	ST-20	Conduct reviews of testing to ensure that critical elements of the system, as delivered by the DDI Contractor, are stable and comply with State requirements as detailed in the RFP. These reviews are independent of the DDI Contractor's testing and the focus is on areas identified as a priority for IV&V testing.
Acceptance and Turnover	ST-21	Certify and demonstrate, as required, that the system is free from defects, that it functions per the approved system design, has validated requirements, and is ready for user acceptance testing prior to the completion of the integration and system testing.
Acceptance and Turnover	ST-22	Analyze all integration/system results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of integration/system test plan. Assess the validity of system stress/load testing conducted by the implementation vendor.
Acceptance and Turnover	ST-23	Participate in the review of test results, and ensure results of testing are fully documented by the DDI Contractor.
Acceptance and Turnover	ST-24	Perform in-depth, process-driven, and fully documented testing.

12. Data Management

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Data Conversion	DM-1	Evaluate the State's existing and proposed plans, procedures and software for data conversion.
Data Conversion	DM-2	Verify that procedures are in place and are being followed to review the converted data for completeness and accuracy and to perform data clean-up as required.
Data Conversion	DM-3	Determine conversion error rates and if the error rates are manageable.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Data Conversion	DM-4	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Data Conversion	DM-5	Conduct an initial assessment of data conversion plans, procedures, and software including: <ul style="list-style-type: none"> a. Relevant data conversion deliverables, giving particular attention to parallel testing; b. Procedures for reviewing converted data for completeness and accuracy; c. Monitoring errors; and d. Contingency plans.
Data Conversion	DM-6	Analyze all data conversion results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of the data conversion plan and to ensure data integrity is maintained.
Database Design	DM-7	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
Database Design	DM-8	Recommend improvements to existing designs to improve data integrity and system performance.
Database Design	DM-9	Evaluate the design for maintainability, scalability, refreshability, concurrence, normalization (where appropriate), and any other factors affecting performance and data integrity.
Database Design	DM-10	Evaluate the project's process for administering the database, including backup, recovery, performance analysis, and control of data item creation.

13. Post-Implementation and Operations Oversight

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Operational Change Tracking	OO-1	Evaluate the statewide solution's change request and defect tracking processes.
Operational Change Tracking	OO-2	Evaluate implementation of the process activities and request volumes to determine if processes are effective and are being followed.
Customer & User Operational Satisfaction	OO-3	Evaluate user satisfaction with the solution(s) to determine areas for improvement.
Operational Goals	OO-4	Evaluate impact of the solution(s) on program goals and performance standards.
Operational Documentation	OO-5	Evaluate operational plans and processes.
Operational Processes and Activity	OO-6	Evaluate implementation of the process activities including backup, disaster recovery, and day-to-day operations to verify the processes are being followed.
Operational Processes and Activity	OO-7	Conduct Payment Error Rate Measurement (PERM) Eligibility Reviews by providing certification that the State successfully ran the test cases through the eligibility system, that the results reported in the reporting template are the results from the State's eligibility system, and that the results have been accurately compared to the results as provided by CMS.

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Post Implementation	OO-8	Participate in post implementation review and prepare a post implementation report that provides information regarding the benefit and success of the system and suggestions for improvement in areas that can be applied directly to the ongoing program.
Post Implementation	OO-9	Evaluate feedback from stakeholders and recommend changes in how the State implements a new system or new components.
Post Implementation	OO-10	Document lessons learned and submit a report to the Department.
Post Implementation	OO-11	Ensure sustainability of systems to satisfy State needs.
Post Implementation	OO-12	Assess system maintenance strategy and execution.
Post Implementation	OO-13	Review and provide analysis of operational performance metrics.
Post Implementation	OO-14	Prepare a post-implementation report that provides information in areas that can be applied directly to the ongoing program, on a schedule determined by the State.
CMS Certification	OO-15	Be knowledgeable of the CMS certification protocol and propose a System Development Life Cycle (SDLC) methodology from conception through certification.
CMS Certification	OO-16	Provide a work plan outlining tools, information gathering processes and documentation protocols throughout the project life cycle for the CMS observation visit.
CMS Certification	OO-17	Participate in the certification process, certification visit, and life cycle gate reviews.
CMS Certification	OO-18	Assist DHH in managing the certification process to assure the DDI Contractor's compliance with the RFP requirements.
CMS Certification	OO-19	Provide draft adjudication of certification criteria.

All deliverables shall be approved by the State to be considered complete. In all cases, payments to the IV&V Contractor shall be contingent upon written State approval of deliverables. The Contractor shall not rely on any verbal commitment from the State regarding report approval. No review will be considered complete until the approved documentation is delivered to and reviewed by the appropriate Federal agencies and the State.

For instances wherein the IV&V Contractor delivers a one-time, focused, whether solicited by the State or unsolicited, review of some project artifact, process, or deliverable, called a Deliverable Observation Review (DOR), the proposal for review must include descriptions of the actions that shall be taken to produce the DOR Report, a proposed format and content outline for each DOR deliverable, and the IV&V Contractor must obtain State approval prior to any commencement of work.

The State must approve, in writing, changes to milestones, deliverables or other material changes to the contract prior to implementation of changes. The State may require concurrence of the appropriate Federal agencies in any changes prior to their implementation.

C. Liquidated Damages

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 State's payments to the Contractor or if the liquidated damages exceed amounts due from the State, the Contractor will be required to make cash payments for the amount in excess. The State may also delay the assessment of liquidated damages if it is in the best interest of the State to do so. The State may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the State, the State may reassert the assessment of liquidated damages, even following contract termination.
 - a. Late submission of any required report – five hundred dollars (\$500) per working day, per report turned in incomplete or late. Penalties will be assessed for each business day that the report is overdue or incomplete as determined by the State.
 - b. Failure to fill vacant contractually required key personnel positions within 30 days – one thousand dollars (\$1,000) per working day from 31st calendar day of vacancy until filled with an employee approved by the State.
 - c. Five hundred dollars (\$500) per business day for not having required staff onsite at the Contractor's Baton Rouge location.
 - d. Five Hundred dollars (\$500) per business day for not having staff available to the State to perform duties in the contract.
 - e. Late submission of invoices beginning ten (10) business days after the due date stated in the payment terms – fifty dollars (\$50) per working day per invoice.
 - f. Should decertification of any component of the Modernization Project occur prior to contract termination or the ending date of any subsequent contract extension, the Contractor shall be liable for resulting damages that result from the Contractor's wrongful action or failure to act consistent with its obligation under the contract.
2. Damages may be withheld from payments, as determined by the State. 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/or
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

The Contractor must maintain hardware and software compatible with current State requirements which are as follows:

1. The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP;

2. The Contractor should 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. The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature;
4. Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to the State systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for the State 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;
5. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit;
6. 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);
7. Any Contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the State and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards; and
8. All Contractor utilized computers and devices must:
 - a. Be protected by industry standard virus protection software which is automatically updated on a regular schedule;
 - b. Have installed all security patches which are relevant to the applicable operating system and any other system software; and
 - c. Have encryption protection enabled at the Operating System level.

The IV&V Contractor must maintain hardware and software compatible with DHH requirements throughout the contract. The Contractor shall provide all supplies and equipment for Contractor staff.

F. Subcontracting

1. The State 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. This general requirement notwithstanding, Contractors may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.
2. If the Contractor intends to subcontract for portions of the work, the Contractor should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Contractor under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
3. Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

4. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts, or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:
 - a. The subcontractor(s) will provide a written commitment to accept all contract provisions; and
 - b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Compliance with Civil Rights Laws

1. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
2. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

H. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Workers' Compensation Insurance

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

3. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

4. Minimum Scope and Limits of Insurance

a. Workers' Compensation

Workers' Compensation insurance shall be in compliance with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

b. Commercial General Liability

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

c. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence 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.

d. 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 later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. Deductibles and Self-Insured Retentions

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

6. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

- i. The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- ii. The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.
- iii. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

b. **Workers' Compensation and Employers' Liability Coverage**

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

c. **All Coverage**

- i. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 calendar days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- ii. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- iii. The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- iv. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

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

7. Verification of Coverage

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

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

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

8. Subcontractors

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

9. 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.

I. Resources Available to Contractor

The State will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified. Contractor may recommend additional State staff to be available during the contract.

J. Contract Monitor

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

Bill Perkins, MBA
Medicaid Deputy Director
Department of Health and Hospitals
Bureau of Health Services Financing
628 N. 4th Street
Baton Rouge, LA 70802
225-342-8935 (Office)
225-376-4682 (Fax)
E-mail: Bill.Perkins@la.gov

K. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful Contractor, the Department 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 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.
2. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, and the Contractor and has been approved in writing by the OSP director. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

L. Payment Terms

1. The Contractor shall submit one (1) itemized invoice monthly by the tenth calendar day of the month or as defined in the contract terms. Payment of invoices is subject to State approval. Continuation of payment is dependent upon available funding. The maximum contract amount shall not exceed the total proposed cost. Payment terms shall be negotiated with the successful Proposer.
2. Payment will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. The State will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

IV. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. DHH 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 DHH.

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

B. Contact After Solicitation Deadline

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

C. Code of Ethics

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

D. Rejection and Cancellation

1. Issuance of this solicitation does not constitute a commitment by the State to award a contract or contracts or to enter into a contract after an award has been made. The State reserves the right to take any of the following actions that it determines to be in its best interest:
 - a. Reject all proposals received in response to this solicitation;
 - b. Cancel this RFP; or
 - c. 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, OSP.
2. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

E. Contract Award and Execution

1. The State reserves the right to:
 - a. Make an award without presentations by Proposers or further discussion of proposals received;
 - b. Enter into a contract without further discussion of the proposal submitted based on the initial offers received; and/or

- c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall 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. If the contract negotiation period exceeds fourteen (14) days or if the selected Proposer fails to sign the final contract within fifteen (15) days of delivery, the State may elect to cancel the award and award the contract to the next highest-ranked Proposer.

F. Assignments

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

G. Determination of Responsibility

1. Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:
 - a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
 - c. Is able to comply with the proposed or required time of delivery or performance schedule;
 - d. Is otherwise qualified and eligible to receive an award under applicable laws and regulations; and
 - e. Has a satisfactory record of integrity, judgment and performance.
2. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

H. Proposal and Contract Preparation Costs

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 State.

I. Errors and Omissions

The State reserves the right to make corrections due to minor errors of Proposer identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from Proposer.

J. Ownership of Proposal

All proposals become the property of the State and will not be returned to the Proposer. The State 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.

K. Procurement Library

Relevant material related to this RFP will be posted at the following web address:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

L. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink) and should submit five (5) electronic copies (CDs or flash drives) of the entire proposal and two (2) additional hard copies of the proposal. Proposer should provide one (1) electronic copy of the Redacted Proposal (CD or flash drive). No facsimile or emailed proposals will be accepted.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Kristi Bonvillain
Department of Health and Hospitals
Bureau of Health Services Financing
628 N. 4th Street, 7th floor
Baton Rouge, LA 70802

If delivered via U.S. mail:

Kristi Bonvillain
Department of Health and Hospitals
Bureau of Health Services Financing
P.O. Box 91030
Baton Rouge, LA 70821

M. Proprietary and/or Confidential Information

1. Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, 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.

2. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the Proposer at the time of submission of its technical proposal.
3. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
4. The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in ____ pages have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”
5. Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.
6. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.
7. The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
8. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.
9. If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

N. Proposal Format

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

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.

O. Requested Proposal Outline

- Completed Mandatory Submissions Required to Propose Checklist (Attachment VI)
- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

P. Proposal Content

1. Mandatory Submissions Required to Propose Checklist

Proposer shall complete the Mandatory Submissions Required to Propose Checklist (Attachment VI). Any proposal that fails to comply with all mandatory requirements set forth in this RFP (including but not limited to the requirements listed in Attachment VI) will be disqualified from the evaluation process immediately.

2. Quality And Timeliness

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.

3. Assume Complete Responsibility

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. Approach and Methodology

Proposals should define 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 Section III. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

5. Introduction/Administrative Data

- a. The introductory section should contain summary information about the Proposer's organization. This section should state the Proposer's knowledge and understanding of the needs and objectives of the State as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the RFP.
- b. 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 about 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.

c. This section should also include the following information:

- i. Location of Administrative Office with full-time personnel, include all office locations (address) with full-time personnel;
- ii. Name and address of principal officer;
- iii. Name and address for purpose of issuing checks and/or drafts;
- iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold a five percent interest or more in the corporation;
- v. If an out-of-state Proposer, give name and address of local representative; if none, so state;
- vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and Social Security number;
- vii. If the Proposer was engaged by the State 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;
- viii. Proposer's state and federal tax identification numbers; and
- ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)

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

- i. Certification Statement: The Proposer must sign and submit an original Certification Statement (See Attachment II). No exceptions to the statement will be allowed.
- ii. Mandatory Submissions Required to Propose: The Proposer must submit a completed Mandatory Submissions Required to Propose Checklist (see Attachment VI).

6. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section III 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:

- a. Include information that will assist the State in determining the level of quality and timeliness that may be expected. The State 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;
- b. 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;
- c. 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 Section III;
- d. Provide a strategic overview of how project objectives will be achieved and how services will be provided in an effective and efficient manner;
- e. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support the Modernization project. Include plans for supervision, training, technical assistance, and collaboration as appropriate;
- f. Confirm the ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served;
- g. Describe approach and strategy for project oversight and management;

- h. 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;
- i. 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 III;
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event;
- k. Provide an initial transition and takeover plan, as well as the approach for meeting transition requirements, as described in the Deliverables section as a mandatory proposal element;
- l. Refer to specific documents and reports that can be produced as a result of completing tasks;
- m. Identify all assumptions or constraints on areas of responsibilities as defined in Section III;
- n. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period;
- o. If the Proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor;
- p. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet; and
- q. Address all of the following in the work plan:
 - i. Provide a written discussion of the work plan addressing process flow, time frames for each component, how findings will be addressed in the process, and the ability to maintain the work plan schedule;
 - ii. Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task;
 - iii. Identify critical tasks;
 - iv. Estimate time (e.g., number of days) involved in completion of tasks;
 - v. Refer to specific documents and reports that are to be produced as a result of completing tasks;
 - vi. Contain a summary, at the activity level, to show completion schedules relative to deliverables;
 - vii. Include charts and graphs which reflect the work plan in detail;
 - viii. Describe the approach to project management and quality assurance; and
 - ix. A schedule for all deliverables providing the State sufficient review time, revision time if needed, and additional subsequent review time.

While the State has defined a minimum set of deliverables, the Proposer is encouraged to propose additional tasks, sequence of tasks or deliverables if the Proposer deems the additional tasks meet or exceed the essential requirements described in the RFP.

Proposers should clearly describe their approach to project management, and the processes and procedures that will be used to control the tasks in system development. A description of the tools, utilities, and methodology should be included.

The Proposer should describe, in detail, the actions necessary to produce the deliverables and to obtain the State's approval. In addition, as applicable, the Proposer should use examples, spreadsheets, project planning, and reports to describe the format and content of the deliverables.

7. Relevant Corporate Experience

- a. The proposal should indicate the Proposer's firm has a record of prior successful experience with the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the project's scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the State.

- b. 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.
- c. Responses to each of the following questions should be provided in the proposal:
 - i. What year was the company (if applicable) established?
 - ii. What is the business of the company?
 - iii. What previous E&E, MMIS, Enterprise Governance and Enterprise Architecture planning or implementation projects has the company been involved with? Please include the state the work was performed and the degree of involvement of the company.
 - iv. Describe E&E, MMIS, Enterprise Governance and Enterprise Architecture planning or implementation projects in which the company is currently involved.
 - v. Has the company ever done business with the State of Louisiana? If so, please provide references.
 - vi. Has the company ever done business with other governmental agencies? If so, please provide references.
 - vii. What is the total number of employees in the company?
 - viii. What are the total revenues of the company?
 - ix. How many employees does the company have?
 - x. How many employees of the company have the skill sets to support this effort?
 - xi. How many of those employees are accessible to the State for support?
 - xii. Has the company ever done business under a different name and, if so, what was the name?
 - xiii. How many employees, in the company, are involved in this type of project?
 - xiv. How many of those employees are involved in on-site project work?
 - xv. Indicate the company's website.

If the organization submitting the proposal is a subsidiary of another company, the Proposer should provide the same information for the parent company along with a statement as to what percentage of the parent company's revenue is produced by the Proposer.

8. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff, including key personnel, to be assigned to this project. The experience of Proposer's personnel in providing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. 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.
- c. 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.
- d. Résumés of all personnel, including subcontractors, shall be included. Resumes of proposed personnel should include, but not be limited to:
 - i. Experience with Proposer;
 - ii. Previous experience in projects of similar scope and size; and
 - iii. Educational background, certifications, licenses, and special skills.

9. Additional Information

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

10. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The Proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- b. Proposal should include for each of the last three (3) years, electronic copies (CDs or flash drives) of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the State the Proposer's financial resources are sufficient to conduct the project.

11. Cost and Pricing Analysis

- a. 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.
- b. Proposers shall submit the breakdown in a similar format to Attachment V: Cost Worksheet for each year of the contract to demonstrate how cost was determined. Proposers must complete a cost proposal in the format provided in Attachment V to be considered for award. Failure to complete will result in the disqualification of the proposal.

12. References

The Proposer shall submit references to the State as specified in Section I §C. using the template provided in Attachment VII. The Proposer is solely responsible for obtaining the fully completed reference check questionnaires, and for submitting them sealed by the client providing the reference, with the Proposal, as described herein. The Proposer should complete the following steps:

- a. Make a duplicate (hard copy or electronic document) of the appropriate form, as it appears in Attachment VII (for its organization or for subcontractors), adding the following customized information:
 - Proposer's/Subcontractor's name;
 - Reference organization's name; and
 - Reference contact's name, title, telephone number, and email address.
- b. Send the form to each reference contact along with a new, sealable standard #10 envelope;
- c. Give the contact a deadline that allows for collection of all completed questionnaires in time to submit them with the sealed Proposal;
- d. Instruct the reference contact to:
 - Complete the form in its entirety, in either hard copy or electronic format (if completed electronically, an original should be printed for submission);
 - Sign and date it;
 - Seal it in the provided envelope;
 - Sign the back of the envelope across the seal; and
 - Return it directly to Proposer.
- e. Enclose the unopened envelopes in easily identifiable and labeled larger envelopes and include these envelopes as a part of the Proposal. When DHH the opens the Proposal, it should find clearly labeled envelope(s) containing the sealed references.

The State will not accept late references or references submitted through any other channel of submission or medium, whether written, electronic, verbal, or otherwise.

Each completed questionnaire should include:

- Proposing Organization/Subcontractor's name;
- Reference Organization's name;
- Name, title, telephone number, and email address of the organization contact knowledgeable about the scope of work; and
- Date reference form was completed.

DHH reserves the authority to clarify information presented in questionnaires and may consider clarifications in the evaluation of references. However DHH is under no obligation to clarify any reference check information.

Q. Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

R. Withdrawal of Proposal

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

S. Proposer's Cooperation

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

T. Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals.

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Office of the Secretary, Division of Fiscal Management.
3. Proposals containing unwarranted assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly.
4. Scoring will be based on a possible total of **one hundred (100)** points and the proposal with the highest total score will be recommended for award.

5. Cost Evaluation

The proposer with the lowest total cost shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

The State will not accept cost proposals that require a minimum number of hours or provide any guarantees of minimum monthly/annual billing amounts.

The assignment of up to twenty-five (25) points based on the above formula will be calculated by the State.

6. Hudson/Veteran Small Entrepreneurship Program

- a. Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one (1) or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

b. Proposer Status and Reserved Points

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

- i. Proposer is a certified small entrepreneurship: Full amount of the reserved points; or
- ii. Proposer is not a certified small entrepreneurship, but has engaged one (1) or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The number of certified small entrepreneurship to be utilized;
 - The experience and qualifications of the certified small entrepreneurship(s); and
 - The anticipated earnings to accrue to the certified small entrepreneurship(s).

7. Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Assigned Weight
Introduction/Administrative Data	5
Work Plan/Project Execution	25
Corporate Experience/Qualification of Personnel	30
Financial Statements	5
Cost	25
Veteran and Hudson Initiatives	10
Total	100

8. Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be

used to assist the state in clarifying the scope of work or obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the state to a commitment to enter into a contract.

B. On Site Presentation/Demonstration

Not required for this RFP.

C. Proposal Review Committee

The evaluation of proposals will be accomplished by a Proposal Review Committee, which will determine the proposal most advantageous to the State, taking into consideration cost and the other evaluation factors set forth in the RFP.

D. Administrative and Mandatory Screening

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.

E. Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a Proposer's proposal.

F. Announcement of Award

1. The RFP Coordinator will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.
3. The proposals received (except for that information appropriately designated as confidential in *accordance with R.S. 44:1 et seq.*), selection memorandum along with the list of criteria used along with the weight assigned to each criteria, scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the State issuing the proposal within **fourteen (14) calendar days** after the award has been announced by the Department.

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by DHH and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DHH. The identification of all such confidential data and information as well as DHH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DHH 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 DHH to be adequate for the

protection of DHH's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

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 *Department of Health and Hospitals*.

B. Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

C. Fund Use

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.

VII. CONTRACTUAL INFORMATION

A. Contract

The contract between DHH and the Contractor shall include the standard DHH contract (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached sample contract contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the contract and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the State. 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.

2. Force Majeure

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

3. Order of Precedence

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 Contractor's proposal.

4. Entire Agreement

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

5. Board Resolution/Signature Authority

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.

6. Warranty to Comply with State and Federal Regulations

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. Warranty of Removal of Conflict of Interest

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 State promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. Corporation Requirements

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

- a. 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 Louisiana Secretary of State.
- b. If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The Contractor must provide written assurance to the State from the Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

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

10. Right To Audit

The State Legislative Auditor, Department, and/or federal auditors and internal auditors of the State shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11. Contract Modification

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

12. Severability

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

13. Applicable Law

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

B. Mutual Obligations and Responsibilities

The State requires that the mutual obligations and responsibilities of the State and the successful Proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

C. Retainage

The State shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) calendar days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of the State and all invoices appear to be correct, the State shall release all retained amounts to the Contractor.

D. Indemnification and Limitation of Liability

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.
2. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.
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 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.

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 and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. Termination

1. Termination For Cause

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within **thirty (30) calendar** days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in **thirty (30) calendar** days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.

2. Termination For Convenience

The State may terminate the 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.

3. Termination For Non-Appropriation Of Funds

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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.

VIII. ATTACHMENTS

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. DHH Standard Contract Form (CF-1)**
- IV. HIPAA Business Associate Addendum**
- V. Cost Worksheet**
- VI. Mandatory Submissions Required to Propose Checklist**
- VII. Proposer Reference Questionnaire**

Attachment I: Veteran & Hudson Initiative Rules

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

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

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.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504> and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://legis.la.gov/lss/lss.asp?doc=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.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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?quest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.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 II: Certification Statement

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the State to contact the above named person or otherwise verify the information 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. Proposer 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 120 calendar days from the date of Proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The State has the option to waive this deadline if actions or inactions by the State cause the delay.
6. Proposer certifies, 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 OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

Attachment III: DHH Standard Contract Form (CF-1)

DHH - CF - 1
Revised: 2015-07

CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

LAGOV:
DHH:
Agency #

AND

FOR

☐ Personal Services

☐ Professional Services

☐ Consulting Services

☐ Social Services

9) Brief Description Of Services To Be Provided:

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount

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.

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

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, 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, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. 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. 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 three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, 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 DHH 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 Department of Health and Hospitals, 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 DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74.53 (b) 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. 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.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
7. 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 Department of Health and Hospitals, 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.
8. 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.
9. 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.
10. 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.

11. 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.

12. 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.

13. 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 as amended in the 2008 Regular Session of the Louisiana Legislature.

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

15. 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.

16. 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. 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 contract exceeds \$2,000, approved 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.

18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.

19. 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 DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH 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. 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 DHH 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. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, 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 LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

22. 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. 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.

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.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
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SIGNATURE	DATE	SIGNATURE	DATE
NAME		NAME	
		Secretary, Department of Health and Hospital or Designee	
TITLE		TITLE	

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SIGNATURE	DATE	SIGNATURE	DATE
NAME		NAME	
TITLE		TITLE	

Attachment IV: HIPAA Business Associate Addendum

Rev 09/2013

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 and Hospitals (“DHH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because contractor either:
(a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH’s obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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 DHH upon request in accordance with 45 CFR § 164.524.

12. Contractor shall make PHI available to DHH 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH 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 DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) 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 V: Cost Worksheet

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in disqualification of the Proposal. The cost proposal is for evaluation purposes only.

Instructions:

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

Deliverable Description	Component			
	EA	E&E	MMIS*	EG
IV&V Project Management	\$	\$	\$	\$
Staffing Requirements/Qualifications	\$	\$	\$	\$
Planning Oversight	\$	\$	\$	\$
Project Management	\$	\$	\$	\$
Quality Management	\$	\$	\$	\$
Training	\$	\$	\$	N/A
Requirements Management	\$	\$	\$	N/A
Operating Environment	\$	\$	\$	\$
Development Environment	\$	\$	\$	N/A
Software Development	\$	\$	\$	N/A
System And Acceptance Testing	\$	\$	\$	N/A
Data Management	\$	\$	\$	\$
Post-Implementation and Operations Oversight	\$	\$	\$	\$
Total Cost per Component	\$	\$	\$	
Total Contract Cost	\$			

**the cost provided for MMIS shall be inclusive of all MMIS phases/modules*

Attachment VI: Mandatory Submissions Required to Propose Checklist

LOUISIANA MEDICAID PROGRAM INDEPENDENT VERIFICATION AND VALIDATION (IV&V) SERVICES MANDATORY SUBMISSIONS REQUIRED TO PROPOSE RFP # 3000003817	
PROPOSER NAME	
THE PROPOSER MUST COMPLETE THIS FORM AND SUBMIT WITH THEIR PROPOSAL.	
<p>In responding to this RFP, the Proposer should adhere to the specifications outlined in Section I §C of the RFP. The proposal should address all requirements listed in this attachment and should provide, in sequence, the information and documentation as required.</p> <p>The Proposer should complete the first column of this form to provide an index referencing the location of your response to each item listed (page number). This completed form should be included as Attachment I of your proposal. The RFP Coordinator will review the Proposer's response to the RFP to determine whether the Mandatory Submissions Items (below) have been submitted and complete and mark each with "included" or "not included" as outlined in the evaluation tool. Any proposal that fails to comply with all mandatory submissions set forth in this RFP (including but not limited to the items listed below) will be disqualified from the evaluation process immediately. DHH reserves the right, at its sole discretion, to conduct its own research and/or consult with contracted subject matter experts in order to verify and assess the information presented.</p>	

Page # of Response In Proposal	MANDATORY SUBMISSIONS REQUIRED TO PROPOSE Any proposal submitted without all mandatory submissions will be disqualified from the evaluation process immediately.	Included / Not Included
	1. Provide the Proposal Certification Statement (Attachment II) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The Proposer must sign the Proposal Certification Statement without exception or qualification.	Included / Not Included
	2. Provide a minimum of one (1) reference for each of the project implementations as specified in Section I §C.1 of the RFP verifying work as Prime Contractor.	Included / Not Included
	3. Include a complete cost proposal as specified in Section IV §P.11 of the RFP.	Included / Not Included

Attachment VII: Proposer Reference Questionnaire

RFP # 3000003817

PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: [Click here to enter text.](#)

The “reference subject” specified above, intends to submit a proposal to the Louisiana Department of Health & Hospitals (DHH) in response to the Request for Proposals (RFP) indicated for Independent Verification & Validation Services. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
 - sign and date the completed questionnaire;
 - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
 - sign in ink **across the sealed portion** of the envelope; and
 - return the sealed envelope containing the completed questionnaire directly to the reference subject.
-

1. **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

[Click here to enter text.](#)

2. **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	Click here to enter text.
TITLE:	Click here to enter text.
TELEPHONE:	Click here to enter text.
E-MAIL ADDRESS:	Click here to enter text.

3. **What services does /did the reference subject provide to your company or organization?**

[Click here to enter text.](#)

4. **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?**

Please respond by checking the appropriate number on the scale below.

- ☐ 1 – Least Satisfied
☐ 2
☐ 3
☐ 4
☐ 5 – Most Satisfied

If you checked 3 or less above, what could the reference subject have done to improve that rating?

[Click here to enter text.](#)

5. **If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

[Click here to enter text.](#)

6. **If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

[Click here to enter text.](#)

7. **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

[Click here to enter text.](#)

8. **In what areas of service delivery does /did the reference subject excel?**

[Click here to enter text.](#)

9. **In what areas of service delivery does /did the reference subject fall short?**

[Click here to enter text.](#)

10. **What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?**

Please respond by checking the appropriate number on the scale below.

- ☐ 1 – Least Satisfied
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5 – Most Satisfied

What, if any, comments do you have regarding the score selected above?

[Click here to enter text.](#)

11. **Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

Please respond by checking the appropriate number on the scale below.

- ☐ 1 – Least Satisfied
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5 – Most Satisfied

What, if any, comments do you have regarding the score selected above?

[Click here to enter text.](#)

12. Would you contract again with the reference subject for the same or similar services?

Please respond by checking the appropriate number on the scale below.

☐ 1 – Least Satisfied

☐ 2

☐ 3

☐ 4

☐ 5 – Most Satisfied

What, if any, comments do you have regarding the score selected above?

[Click here to enter text.](#)

REFERENCE SIGNATURE: _____

*by the individual completing this request for reference information

*must be the same as the signature across the envelope seal

DATE: _____