



State of Louisiana

Department of Health and Hospitals
Bureau of Health Services Financing

Medicaid Management Information System

REQUEST FOR PROPOSALS

For

THIRD PARTY LIABILITY (TPL) ACTIVITIES

RFP # 3000005038

Proposal Due Date/Time: May 13, 2016, 4:00 pm CT

Release Date: April 11, 2016

TABLE OF CONTENTS

ACRONYMS	4
GLOSSARY	5
I. GENERAL INFORMATION.....	8
A. Background.....	8
B. Purpose	8
C. Invitation to Propose	8
D. RFP Addenda.....	9
II. ADMINISTRATIVE INFORMATION	10
A. RFP Coordinator	10
B. Blackout Period.....	10
C. Proposer Inquiries	11
D. Pre-Proposal Conference.....	11
E. Schedule of Events	11
III. SCOPE OF WORK.....	12
A. Project Overview	12
B. Deliverables.....	12
C. Liquidated Damages.....	25
D. Fraud and Abuse.....	26
E. Technical Requirements.....	26
F. Subcontracting	27
G. Compliance with Civil Rights Laws	28
H. Insurance Requirements	28
I. Resources Available to Contractor	31
J. Contract Monitor	32
K. Term of Contract.....	32
L. Payment Terms.....	32
IV. PROPOSALS.....	34
A. General Information.....	34
B. Contact After Solicitation Deadline	34
C. Code of Ethics.....	34
D. Rejection and Cancellation	34
E. Contract Award and Execution	34
F. Assignments	35
G. Determination of Responsibility	35
H. Proposal and Contract Preparation Costs.....	35
I. Best and Final Offers (BAFO).....	35

J.	Errors and Omissions	36
K.	Ownership of Proposal.....	36
L.	Procurement Library	36
M.	Proposal Submission	36
N.	Proprietary and/or Confidential Information	37
O.	Proposal Format	38
P.	Requested Proposal Outline.....	38
Q.	Proposal Content.....	38
R.	Waiver of Administrative Informalities	42
S.	Withdrawal of Proposal	42
T.	Proposer's Cooperation	42
U.	Commissioner's Statements.....	42
V.	EVALUATION AND SELECTION.....	43
A.	Evaluation Criteria.....	43
B.	On Site Presentation/Demonstration.....	44
C.	Proposal Review Committee.....	44
D.	Administrative and Mandatory Screening.....	44
E.	Clarification of Proposals	45
F.	Announcement of Award	45
VI.	SUCCESSFUL CONTRACTOR REQUIREMENTS.....	46
A.	Confidentiality of Data.....	46
B.	Taxes	46
C.	Fund Use	46
VII.	CONTRACTUAL INFORMATION.....	47
A.	Contract.....	47
B.	Mutual Obligations and Responsibilities	48
C.	Retainage.....	48
D.	Indemnification and Limitation of Liability	48
E.	Termination.....	49
VIII.	ATTACHMENTS	51
	Attachment A: Veteran & Hudson Initiative Rules.....	52
	Attachment B: Certification Statement.....	53
	Attachment C: DHH Standard Contract Form (CF-1)	54
	Attachment D: HIPAA Business Associate Addendum	58
	Attachment E: Cost Worksheet.....	60
	Attachment F: Mandatory Requirements Checklist.....	61

ACRONYMS

Acronym	Definition
BCP	Business Continuity Plan
BHSF	Bureau of Health Services Financing
CFR	Code of Federal Regulations
CMS	Centers for Medicare and Medicaid Services
DCFS	Department of Children and Family Services
DEERS	Defense Enrollment Eligibility Reporting System
DHH	Louisiana Department of Health and Hospitals
DOA	Division of Administration
DRP	Disaster Recovery Plan
ECR	Electronic Case Record
FI	Fiscal Intermediary
HIPAA	Health Insurance Portability and Accountability Act
HMO	Health Maintenance Organization
ICN	Internal Control Number
IT	Information Technology
LMMIS	Louisiana Medicaid Management Information System
MCO	Managed Care Organization
MMIS	Medicaid Management Information System
PHI	Protected Health Information
PIV	Pay In Voucher Number
PPO	Preferred Provider Organization
RA	Remittance Advice
RFP	Request for Proposal
TPL	Third Party Liability
SES	Support Enforcement Services
SME	Subject Matter Expert

GLOSSARY

Term	Definition
Bureau of Health Services Financing	The administrative agency of DHH responsible for the Medicaid program.
Business Day	Traditional workdays, which are Monday, Tuesday, Wednesday, Thursday and Friday from 8am - 5pm 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/Should/May	Denotes an allowable activity, but not a mandatory requirement.
Case Activity Log	The Case Activity Log contains a list of changes made to data in the Medicaid electronic case record and by whom the changes were made.
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).
Close Of Business (COB)	Close of Business (5:00 pm Central Time)
Commercial Insurance	Any type of health benefit not obtained from Medicare or Medicaid. The insurance may be employer-sponsored or privately purchased.
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.
Defense Enrollment Eligibility Reporting System (DEERS)	A worldwide, computerized database of uniformed services members (sponsors), their family members, and others who are eligible for military benefits.
Department	Louisiana Department of Health and Hospitals
DOA	Division of Administration
Explanation of Benefits (EOB)	An explanation of benefits (commonly referred to as an EOB form) is a statement sent by a health insurance company to covered individuals explaining what medical treatments and/or services were paid for on their behalf.
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.
Health Insurer	Any insurance company or other entity that is authorized to transact and is currently transacting health insurance business in this state. Health insurers shall include self-insured plans, group health plans as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974, service benefit plans, managed care organizations, pharmacy benefit managers, and any other parties that are, by statute, contract, or agreement, legally responsible for payment of a claim for a health care item or service.

Term	Definition
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/
Key Personnel	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the entity either directly or indirectly.
Medicaid	Medicaid is a federally sponsored public system of payment for health care services and products for low-income and disabled persons. Each state administers its own program within federal guidelines. The costs of state Medicaid programs are divided between the state and the federal governments and the proportions are based on the state’s per capita income relative to the rest of the nation.
Medicaid Managed Care	Provides for the delivery of Medicaid health benefits and additional services in the United States through an arrangement between a state Medicaid agency and managed care organizations (MCOs) that accept a set payment – “capitation” – for these services. There are two main forms of Medicaid managed care, “risk-based MCOs” and “primary care case management (PCCM).”
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 Work Plan.
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/Shall/Will	Denotes a mandatory requirement.
Original	Denotes must be signed in ink.
Overpayment	Insurance policy obligation amount in excess of Medicaid payment.
Pay and Chase	Claims for Prenatal, Preventive Pediatrics, and Medical Support Enforcement where payment is made to the providers and subsequently investigated for potential recovery activities.
PIV Number	Pay-In Voucher number assigned by DHH fiscal.
Prepaid	Managed care organization responsible for identification of TPL, coordination of care, medical services, and payment of claims.
Proposer	An individual or organization submitting a proposal to an RFP.
RAC	Recovery Audit Contractor
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.
Resource File	MMIS file that contains all third party liability (TPL) information such as Medicare and commercial insurance coverage for all Medicaid enrollees.
Secured File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
State	Used to refer to the State of Louisiana, including, but not limited to DHH.
Subcontractor	Any entity that contracts directly with the Contractor for the performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.

Term	Definition
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.
Validation	Verifying the end result, i.e. ensuring the right product is built requiring the inspection of final products for compliance and functionality.
Vendor	Any entity that contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.
Work Plan	For the purposes of this RFP, a work plan is the specific description of the actual work to be performed under this contract, including the specific deadlines, acceptance criteria and any product or deliverables required.

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 DHH 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 Recovery and Premium Assistance operational area of the Medicaid Management Information System (MMIS) section within BHSF is responsible for maximizing the public/private partnership through cost-avoidance measures and third party recovery.

B. Purpose

1. The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Proposers to perform recovery and cost avoidance activities through billing of insurance carriers and submission of claims data to hospital providers to bill carriers as well as through completion of annual hospital credit balance reviews and eligibility support through maintenance of the eligibility resource file.
2. By law, Medicaid is the payer of last resort for medical claims for Medicaid enrollees. If a known third party (commercial insurance or Medicare) is liable for payment of such claims, payment is automatically denied. This is known as "cost avoidance," which is possible when sufficient information is available in the Medicaid Management Information System (MMIS). However, in the case of claims for Prenatal, Preventive Pediatrics, and Medical Support Enforcement, payment is made to the providers and subsequently investigated for potential recovery activities. This practice is known as "pay and chase."
3. A contract is necessary to preserve limited Louisiana Medicaid program funds through cost avoidance and recovery, the added benefit of which is the ability to grant more individuals access to Louisiana Medicaid.

C. Invitation to Propose

DHH invites qualified Proposers to submit proposals to provide recovery and cost avoidance activities as well as annual hospital credit balance reviews in accordance with the specifications and conditions set forth herein.

To be considered for award, Proposers *must* demonstrate the following experience in their proposal:

1. Have served as Prime Contractor for at least two (2) of the TPL components specified in Section I §B for at least two (2) successfully implemented/completed projects during the past two (2) years.
 - Provide a minimum of one written (1) reference for each of the project implementations verifying work as Prime Contractor.
2. The Contractor, subcontractor, and/or key personnel must have a minimum of three (3) years project management experience working with a project of similar size and scope, of which a minimum of one (1) year was working with Medicaid Third Party Liability (TPL).
 - Provide a minimum of one written (1) reference for each Contractor, subcontractor or key personnel that validates the requirements.

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:

Rebecca Harris
Department of Health and Hospitals
Bureau of Health Services Financing
628 N. 4th Street, 7th Floor
Baton Rouge, LA 70802
Email: Rebecca.harris2@la.gov
Phone: (225) 342-8454

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, contractors 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 contractor is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

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

Written inquiries regarding the requirements of the RFP or Scope of Services must be submitted to the RFP Coordinator as listed in section II . The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by (time) CST on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

1. Official responses to all questions submitted by potential proposers will be posted by *the date listed in the Schedule of Events section* at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>.
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
----------------	--	----------------	-----------------	------------------------------------	----------

3. Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted as an addendum.
4. 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	Monday, April 11, 2016
Deadline for Receipt of Written Questions	Monday, April 25, 2016 4:00 PM CT
Response to Written Questions	Monday, May 2, 2016
Deadline for Receipt of Written Proposals	Friday, May 13, 2016 4:00 PM CT
Onsite Presentations/Demonstrations <i>Those proposers reasonably susceptible of receiving an award may be invited to provide Onsite presentations or demonstrations of services and/or products.</i>	Monday, May 23, 2016
Contract Award Announced	Friday, May 27, 2016
Contract Negotiations Begin	Tuesday, May 31, 2016
Contract Begins	Friday, July 1, 2016

III. SCOPE OF WORK

A. Project Overview

State and Federal regulations require that States take all reasonable measures to ascertain the legal liability of third parties to pay for medical services furnished to a Medicaid member under the State Plan. The goal is to ensure that Medicaid costs are paid by appropriate liable third parties as well as to recover on paid Medicaid claims for which TPL was not shown at the time of payment.

OPTIONAL: Proposers may submit innovative concepts, such as Recovery Audit Contractor (RAC) services, special needs trust services, asset verification services, Express Lane eligibility assistance (data matches with the La. Department of Education, the La. Department of Revenue, etc.), as well as other concepts which may be presented for consideration and evaluation based on usefulness, practicality, and likelihood of successful implementation.

Proposers shall propose on all components, with the exception of the innovative concept component, which is considered optional.

At a minimum, the Contractor will:

1. Develop and implement a collections process for seeking reimbursement from liable third party health insurance carriers or directly from Medicaid providers for medical services provided under Title XIX or Title XXI Medicaid for fee-for-service enrollees and Medicaid managed care members. Managed Care Organizations (MCOs) have three hundred sixty-five (365) calendar days from date of service to collect from liable third parties. The State has reserved the right to pursue collection as a “come behind” process after the three hundred sixty-five (365) calendar day time frame for the MCOs to collect has elapsed.
2. Including the following, develop and implement a cost avoidance process by which TPL is added to the resource file:
 - a. When Contractor has identified and verified third party coverage;
 - b. Prior to instructing providers to bill carriers; and
 - c. After the Contractor has billed carriers directly and received payment.
3. Augment the FI’s monthly Medicare recovery efforts.
4. Develop and annually implement a review process as approved by DHH, which seeks reimbursement from Medicaid participating hospital providers through which overpayments (i.e., credit balances) for medical services provided under Title XIX or Title XXI Medicaid for fee-for-service enrollees are identified and recovered.

B. Deliverables

The Contractor will complete deliverables in accordance with the requirements in this section.

The State encourages Contractors to identify the level of expertise they offer in each of the following areas and to indicate the extent in which they are capable of supporting the State’s initiatives. The areas are as follows:

Reporting

The Contractor shall work with the State and agree to the required timelines for delivery of all reporting functions. Although the State has indicated the reports that are required, the Contractor may suggest additional reports. The State also reserves the right to require additional reports beyond what is included in this document. All report formats must be approved by the State. Reports require State approval before being considered final.

Auditing

The Contractor shall perform audits throughout the course of their contract. The State will approve audit schedules and the mechanisms for which these will be completed.

Validation

The Contractor shall perform validations to ensure the State is being provided the highest quality of deliverables. The Contractor should suggest areas which require validation.

Monitoring

The Contractor shall monitor and evaluate the project progress and shall identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of project status reporting or other formats deemed necessary by the State. The Contractor shall meet with the State on a regular basis, as determined by mutual agreement between the State Contract Monitor and the Contractor.

1. General Requirements

This section identifies tasks the selected Contractor will perform, at a minimum, during the contract period. These tasks and associated deliverables will be the basis by which the Contractor's performance will be measured.

The Contractor shall:

- a. Pursue TPL recoveries for federally mandated pay and chase claims which are paid by Medicaid without regard to known health insurance coverage.
- b. Pursue TPL recoveries for claims paid and adjudicated prior to updates to the resource file denoting current and retroactive health insurance coverage. If a Medicaid enrollee has multiple types of coverage, the Contractor shall prioritize the coverage and report the information to the Department in the following order:
 - i. Major medical or major medical without maternity coverage;
 - ii. Pharmacy coverage; and
 - iii. Dental only, vision only, cancer only, and other specialized types of coverage (reported only in the absence of major medical or pharmacy coverage).
- c. Obtain a monthly file from all health insurance carriers, as required by LA R.S. 44:14, and conduct a data match with the Louisiana Medicaid enrollee file to identify liable third parties to the Department for updating the Medicaid resource file:
 - i. Issue billings to carriers based on data match criteria in order to maximize recoveries;
 - ii. Initiate and maintain a comprehensive resource file review program for file maintenance of third party resource data in order to maximize cost avoidance;
 - iii. Process the nightly files delivered SFTP from the Medicaid eligibility system containing information on Medicaid enrollees who are currently enrolled in private insurance or whose insurance enrollment status is unknown. The Contractor shall verify insurance coverage for these Medicaid enrollees within five (5) business days of receipt of the file delivered from the Medicaid eligibility system;
 - iv. Perform carrier code updates and consolidation; and
 - v. Perform cleanup of invalid scopes of coverage.
- d. Pursue follow-up on outstanding accounts receivables six (6) months after Contractor issues billings to carriers with the requirement of ninety percent (90%) resolution of claims within sixty (60) calendar days of six (6) month follow-up.

- e. Within ninety (90) calendar days of contract execution, at a minimum, provide twenty-four (24) months of insurance data obtained through data match agreements with insurance carriers of Louisiana residents, searchable by social security number, for the Department to access via a web service call. The data specifications shall be determined in collaboration between the Department and the Contractor and shall be an on-going process throughout the life of the contract; however, the specifications must include the ability to access data real time.
- f. Provide for secure, web-based access to claim information for all appropriate providers, within ninety (90) calendar days of contract execution, in order to fulfill requirements mandated by Act 517 (SB 33) of the 2008 Regular Legislative Session. Information on Act 517 will be made available in the procurement library. For each Medicaid reclamation claim paid by a health insurer, provide claim identifying information (control number, patient account number), comprehensive insurance billing data, payment information, and posting date of payment. The Contractor must provide electronic notification to providers when payment updates are available and host data on a web server for a minimum of sixty (60) calendar days after notification to the provider. The Contractor must develop and implement a provider training curriculum and maintain an adequately staffed provider inquiry line Monday through Friday, 8am-5pm CT, excluding Louisiana state holidays. In addition, the Contractor must provide for submission of online extension requests for claims for which the provider must bill and must provide a module for providers to review the status of submitted inquiries with regard to recovery projects within the web portal.
- g. Provide for secure, web-based access to claims billed to carriers to include specific data elements as determined by the Department in an agreed-upon format within two (2) weeks after the date of billing.
- h. Conduct an annual electronic data match with the Defense Enrollment Eligibility Reporting System (DEERS) in accordance with the date and file formatting required by DEERS. The DEERS online data system shall be used in conjunction with the annual file.
- i. Provide an electronic data file to the Department of Children & Family Services (DCFS) pursuant to an interagency agreement between DHH and DCFS in accordance with Act 578 of the 2008 Louisiana Legislature. Information on Act 578 will be made available in the procurement library.
- j. Perform a quarterly data match with support enforcement information system data as per the Centers for Medicare and Medicaid Services (CMS) regulations as specified by the Department.
- k. Perform identification and collection activities for commercial insurance within sixty (60) calendar days of the receipt of the Medicaid Adjudicated Claims History File data, as mandated by Federal Regulation 42 CFR 433.139 Collection and Disposition of Recovered Funds.
- l. Develop and implement a review process for Medicaid participating hospital providers for the purpose of annually identifying and recovering potential Medicaid overpayments by means of performing a combination of provider self- reviews, desk reviews and onsite reviews.

2. Programmatic Requirements

- a. Information provided by the Department to the Contractor shall include, but not be limited to the following:
 - i. Copies of the Medicaid enrollee file, the resource file, the provider file, and the adjudicated claims history file on, at a minimum, a monthly basis through the Department's Fiscal Intermediary (FI).
 - ii. An SFTP file, on a quarterly basis, of the FI's Medicare monthly void/adjustment data.
 - iii. A TPL Carrier Code listing is available on the Louisiana Medicaid website.

- iv. Access to support enforcement information system data in a format and medium determined by DCFS.
 - v. Access to Medicare recovery data will be coordinated by the Department to ensure non-duplication and timely filing assurance.
- b. The Department will monitor and measure the performance of the Contractor by:
- i. Assuring that all state and federal regulations are promptly and appropriately implemented.
 - ii. Assuring that the recovered funds balance with the invoice, and authorizing the disposition of the associated funds which correspond to the appropriate Medicaid expenditures.
 - iii. Reviewing and ensuring the accuracy of invoices and authorizing invoice payment.
 - iv. Acting as coordinator between the Contractor and the FI.
 - v. Providing Louisiana Medicaid Management Information System (LMMIS) access to any and all files which the Department determines necessary for the fulfillment of contractual requirements.
 - vi. Providing copies on request of the Louisiana Title XIX State Plan, including amendments hereto as published, and copies of the administrative regulations, as necessary, under which the Louisiana Title XIX State Plan is to be operated.
 - vii. Furnishing, in writing, the name and title of each individual, with the scope of authority of such individual, authorized to act for the Department regarding this contract.
 - viii. Participating with the Contractor in developing a report delivery schedule listing the time and location of delivery of reports produced by the Contractor. Such schedule will be used to determine whether or not penalties for late reports are to be assessed.
 - ix. Providing review for approval or rejection of any replacement of Contractor staff within forty-five (45) calendar days of notification to the Department of such proposed change. The Department may request any contractor personnel changes at any time that it deems necessary with regard to this contract.
 - x. Assuring that state personnel are available for consultation in the specifications of the awarded contract.
- c. The performance of the Contractor will be measured during the period of the contract by consideration of the following:
- i. Enhancement of recoveries and third party cost avoidance.
 - ii. Collection of identified potential accounts receivables or receipt of documentation refuting the corresponding claims.
 - iii. The Contractor shall act as the Department's agent in collecting data from carriers, at a minimum, on a monthly basis.
 - iv. The Contractor shall provide to the resource file, in a fixed-length record format to be delivered by DHH to the successful proposer, adds and updates (changes and terminations to third party coverage) within thirty (30) calendar days from receipt of the information. Documentation of the adds and updates shall be maintained by the Contractor.
 - v. Progress of the Contractor along a pre-determined series of project management oriented milestones as defined in the work plan.
 - vi. Requirement and demonstration that the Contractor's personnel on the project are those identified in the proposal and contract.
 - vii. Completion of annual hospital credit balance reviews for all Medicaid participating hospital providers. A review is considered complete once all Medicaid provider overpayments associated with that review have been received and processed by the FI or the Department's designee.
 - viii. Collection of identified and verified provider overpayments.

3. Operations Requirements

a. Medicaid Recovery Process

- i. The Contractor shall provide identifying information via SFTP for recoupment of claims submitted to providers to bill carriers.

1. The recoupment data shall include data elements identified below and shall be produced per the specifications furnished by the FI or the Department's designee.

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Claim Type	- Date(s) of Service
- Date(s) of Payment	- MMIS or MCO Internal Control Number (ICN)
- Provider Billed Amount	- Medicaid or MCO Paid Amount
- Recoupment Amount	- Billing Provider Number
- Attending Provider Number	

2. A recoupment data log shall be produced electronically in an Excel spreadsheet to include the data elements identified below:

- Enrollee First and Last Name	- Recoupment Date Identification Number
- Invoice Number	- Beginning Date of Service
- Ending Date of Service	- MMIS or MCO ICN
- Recoupment Amount	- Medicaid or MCO Paid Amount
- Report Totals	

- ii. The Contractor shall provide identifying information via SFTP for commercial insurance collections for disposition of funds recovered and adjustment of Medicaid claims.

1. The adjustment data shall include data elements identified below and shall be produced per the specifications furnished by the FI or the Department's designee.

NOTE: Excludes carrier overpayments (insurance policy obligation amounts in excess of Medicaid payment).

- Enrollee First and Last Name	- Carrier Name
- Enrollee Medicaid Identification Number	- MMIS or MCO ICN
- Claim type	- Date(s) of Service
- Provider Billed Amount	- Medicaid or MCO Paid Amount
- TPL Payment Amount	- Pay-In Voucher (PIV) Number
- Check Number	- Billing Provider Number
- Attending Provider Number	

2. An adjustment data check log shall be produced electronically in an Excel spreadsheet to include data elements identified below:

- Invoice Number	- Adjustment Data Identification Number
- Name of Third Party Carrier	- PIV Number
- Check Number	- Check Date
- Carrier Paid Amount	- Report Totals

- iii. Entire payments or additional payments for services and/or beneficiaries not billed by the Contractor, but included in checks for claims billed by the Contractor, shall be entered on a log produced to include data elements identified below:

- Check Number	- Remitter/Third Party Carrier Name
- Check Date	- Amount of Check Dispositioned
- Amount Not Billed	

1. Check copies and remittance pages reflecting the services and/or beneficiaries and research notations to assist with identifying beneficiaries shall be attached to the check log.

2. The log with attachments shall be enclosed with each adjustment file. Adjustment reports shall be in an electronic format.

- iv. The Contractor shall provide a file which includes all insurance adds and updates to the resource file for all identified third party coverage of Medicaid enrollees within thirty (30) days of receipt of third party payment.
 1. The data file shall be produced electronically to include data elements identified below:

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Enrollee Date of Birth	- Policyholder Information
- Enrollee SSN	- Carrier Code
- Policy Number	- Group Number
- Beginning Date of Coverage	- Ending Date of Coverage
- Scope of Coverage	- Support Enforcement (SES) Initiator Code
- Contractor's Initiator Code	
 - v. The Contractor shall review FI-generated updates, reject reports, and complete updates within five (5) business days.
 - vi. The Contractor shall notify the Department of carrier code additions and/or updates.
 - vii. The Contractor shall maintain a provider relations hotline with sufficient staff to fulfill the contract requirements related to Medicaid recovery Monday through Friday, 8am-5pm CT, excluding Louisiana state holidays and weekends.
- b. Annual Hospital Credit Balance Reviews
- i. The Contractor shall provide identifying information via SFTP for recoupment of claims submitted to providers to bill carriers.
 1. The recoupment data shall include data elements identified below and shall be produced per the specifications furnished by the FI or the Department's designee.

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Claim Type	- Date(s) of Service
- Date(s) of Payment	- MMIS or MCO Internal Control Number (ICN)
- Provider Billed Amount	- Medicaid or MCO Paid Amount
- Recoupment Amount	- Billing Provider Number
- Attending Provider Number	
 2. A recoupment data log shall be produced electronically in an Excel spreadsheet to include data elements identified below:

- Invoice Number	- Recoupment Data Identification Number
- Enrollee First and Last Name	- Beginning Date of Service
- Ending Date of Service	- MMIS or MCO Internal Control Number (ICN)
- Provider Billed Amount	- Medicaid or MCO Paid Amount
- Recoupment Amount	- Report Totals
 - ii. The Contractor shall maintain a provider relations hotline with sufficient staff to fulfill the contract requirements related to Medicaid provider overpayments Monday through Friday, 8am-5pm CT, excluding Louisiana state holidays and weekends.
- c. Verified Cost Avoidance Records / File Maintenance
- i. The Contractor shall complete all insurance add/update requests from DHH, managed care organizations, and/or providers as follows:
 1. Emergency – policies termed within four (4) business hours (For purposes of this contract, emergency is defined as the inability of a enrollee to have a prescription filled because of incorrect third party insurance coverage on the resource file OR any emergency as determined by DHH).
 2. Non-emergency – verified add/update within five (5) business days.

3. Insurance adds/updates shall contain the following:

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Enrollee SSN	- Enrollee Date of Birth
- Policyholder Information	- Carrier Code
- Policy Number	- Group Number
- Beginning Date of Coverage	- Ending Date of Coverage
- Scope of Coverage	- Contractor's Initiator Code
- SES Initiator Code	

4. The Contractor shall submit a nightly electronic file to the FI or the Department's designee in the specified format with all verified insurance adds and updates. The data file shall, at a minimum, contain the following:

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Enrollee SSN	- Enrollee Date of Birth
- Policyholder Information	- Carrier Code
- Policy Number	- Group Number
- Beginning Date of Coverage	- Ending Date of Coverage
- Scope of Coverage	- Contractor's Initiator Code
- SES Initiator Code	

5. The Contractor shall review FI-generated updates reject reports and complete updates within five (5) business days.
6. The Contractor shall re-verify all policies on the resource file, at a minimum, on a quarterly basis.
7. The Contractor shall perform the following tasks to update, add, and inactivate carrier information:
 - Eliminate duplicate entries;
 - Validate entries;
 - Inactivate carrier codes of companies that have been acquired, merged or liquidated;
 - Undertake a process prior to each carrier code consolidation that identifies all enrollees impacted by the change and crosswalk enrollees under the old code to the new carrier code;
 - Inactivate carrier codes that are consolidated; and
 - Request new carrier codes from the FI or the Department's designee, as necessary. All Blue Cross/Blue Shield carriers shall be coded with the host plan.
8. The Contractor shall maintain an appropriately-staffed call center/verification unit with sufficient staff to fulfill the contract requirements related to cost avoidance and file maintenance Monday through Friday, 8am-5pm CT excluding Louisiana state holidays and weekends.

d. Medicare Recovery Process

- i. The Contractor shall maintain an appropriately-staffed call center/verification unit with sufficient staff to fulfill the contract requirements related to recovery services Monday through Friday, 8am-5pm CT excluding Louisiana state holidays and weekends.
- ii. Medicare recoveries shall be coordinated with the Department to ensure non-duplication and timely filing assurance.
- iii. An SFTP file of the FI's monthly Medicare void/adjustment data will be provided to the Contractor.
- iv. After receipt of the FI's monthly Medicare void/adjustment data, the Contractor shall prepare correspondence to providers advising them of the amount of Medicaid payments

to be voided/adjusted. Correspondence should be mailed to the providers within five (5) business days of the receipt of the data from the FI or the Department's designee in order to allow timely claim submittal by the provider to the carrier. The project will close in thirty (30) calendar days and the Contractor shall submit a void file in an approved format identifying the claims from the Medicare project within fifteen (15) business days of the close of the project.

- v. Within five (5) business days of notification from the FI or the Department's designee that the void file has processed, the Contractor shall prepare and submit data to DHH for manual recoupment of the claims which failed to void or adjust electronically. The Contractor shall be responsible for resolving and responding to provider inquiries and deleting the claims to be voided/adjusted if so indicated.

e. Deposit System

- i. The Contractor shall ensure that the liable third parties shall submit payment to DHH. Collections shall be handled through a Louisiana based bank security deposit system, such as a "lock box." (The Contractor is responsible to set up and pay for all costs associated with this security deposit system.) The bank shall transfer the deposits to a DHH fiscal account within twenty-four (24) hours of receipt. The bank shall provide images of all checks, remittance notices, and any other information sent by the third parties to DHH fiscal. The Contractor shall make copies of checks and remittance notices available to DHH upon request at no cost to the Department.
- ii. The Contractor shall provide a monthly detailed list of the checks transmitted to DHH fiscal by an electronic file, in the format specified by DHH fiscal, along with an electronic report in an agreed-upon format. The DHH fiscal section will add a PIV number to the file and return the file to the Contractor. The Contractor is responsible for including the PIV number with the other related data in the adjustment file. Information contained on the file shall include but not be limited to:

- Total Amount per Deposit	- Date of Deposit	- Carrier Name
- PIV Number	- Check Number	
- Check Date	- Check Amount	

f. Refunds

- i. The Contractor shall notify the Department of any refunds due carriers or providers when it has been determined that a carrier paid the claim or when a provider claim was voided/adjusted and a refund is due. Notification shall include, but not be limited to, the following data elements:

- Enrollee First and Last Name	- Enrollee Medicaid Identification Number
- Carrier/Provider Name (Pay To)	- Carrier Mailing Address
- DHH Provider ID Number	- Refund Amount
- Original Check Amount	- Check Date
- Check Number	- MMIS or MCO ICN (of approved original claim)
- RA ICN (of voided claim)	- RA ICN (of approved original claim)
- Date of Service	- Reason for refund (with supporting documents)
- ii. The Contractor shall assure that the refunded amount is credited on the next invoice submitted to the Department.

g. Follow-up Activities

- i. The Contractor shall be responsible for follow-up activities associated with identification and collection efforts.
- ii. Follow-up activities may involve, but are not limited to, resolution of coverage or referral to the Commissioner of Insurance in cases where a denial for timely filing or prior authorization is received from a carrier and is less than thirty-six (36) months from date of service.

h. Additional Contractor Requirements

- i. The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.
- ii. The data back-up policy and procedures shall include, but not be limited to:
 1. Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 2. Documented back-up procedures;
 3. The location of data that has been backed up (off-site and on-site, as applicable);
 4. Identification and description of what is being backed up as part of the back-up plan;
 5. A list of all back-up files to be stored at remote locations and the frequency with which these files are updated; and
 6. Any change in back-up procedures in relation to the Contractor's technology changes.
- iii. The Contractor shall provide, at its own expense, its own office space, furniture, equipment, and supplies. The Contractor is not required to locate its office space in the Baton Rouge area; however, the Department shall have the option to require contract performance facilities within East Baton Rouge parish or a contiguous parish if the Department determines at any time that the success of the contract is dependent on immediate and extensive access to the contract staff and resources.
- iv. The Contractor shall obtain prior written approval from the Department for all contract-related correspondence including, but not limited to, letters, mass mailings, e-mailings, and call scripts for outbound calls or customer service centers. All proposed correspondence must be submitted via email to the Department. The Department will only consider correspondence submitted from the Contractor, not subcontractors or vendors.
- v. The Contractor shall produce accurate reports and statistics in a format specified by the Department, and within the timeframe provided by the Department.
- vi. The Contractor shall respond to requests by the Department, state and/or federal auditors or the Centers for Medicare and Medicaid Services (CMS) by deadlines provided by the Department.
- vii. The Contractor shall turn over upon request, at no extra charge to the Department, copies of files and documentation including, but not limited to, manuals, operations manuals, and other documentation relating thereto that are essential to initiation and operation of the Medicaid program.
- viii. The Contractor shall obtain and/or accept from the Department and/or FI documents and reports necessary in the performance of TPL functions.
- ix. The Contractor shall use no data or information provided to the Contractor by the Department or its FI (other than to satisfy the requirements of the contract) without the prior written consent of the Department.

4. Staffing Requirements and Qualifications

The Contractor shall:

- a. Maintain an adequate organizational structure and staffing level with sufficient experience to discharge the Contractor's responsibilities and provide this information in writing when requested by the Department.
- b. Maintain an adequate liaison with the Department in connection with contractual responsibilities. Liaison shall be fostered by meetings as needed between the Department and the Contractor. Any request for information from the FI or the Department's designee which is necessary to perform contract-related activities shall be made to the Contract Monitor.
- c. Notify the Department in writing of persons authorized to act on behalf of the Contractor.

- d. Maintain an appropriate level of staff to accomplish the performance requirements of the contract.
- e. Assume complete responsibility for staff training and the cost and timely accomplishment of all contractual responsibilities.
- f. Cooperate fully with any contractors, consultants, or other parties that may be engaged by the Department. Permit access by any other parties, when requested in writing by the Department, to the Medicaid program files, procedures, and records which may be in the possession of or under the control of the Contractor.
- g. Assign a Project Manager dedicated to the day-to-day operations of recovery activities, who possesses a minimum of three (3) years project management experience working with a project of similar size and scope and a minimum of one (1) year working with Medicaid TPL.
 - i. The Project Manager shall take part in weekly conference calls with the Department. The weekly meeting times and days shall be established through mutual agreement between the Department and the Contractor.
 - ii. The Project Manager shall serve as liaison with Department personnel. At a minimum, the Project Manager shall be responsible for problem resolution, assuring that all contract employees are properly trained and supervised, and assuring that appropriate quality control procedures are in place.
 - iii. The Project Manager shall be responsible for review of reports, meetings with the Department, establishment of data match contracts with insurance carriers, establishment of overall procedures and management of the contract, daily depositing to the lock box, and reconciliation of collections to Medicaid payments.
- h. Assign recoveries operational staff responsible for reviewing claims, requesting third party payments, processing collections, and collecting updates to existing coverage and termination of coverage.
- i. Assign a Project Manager dedicated to the day-to-day operations of hospital credit balance reviews, who possesses a minimum of three (3) years of direct hospital credit balance review management experience working with a project of similar size and scope and a minimum of one (1) year working with Medicaid TPL.
 - i. The Project Manager shall take part in weekly conference calls with the Department. The weekly meeting times and days shall be established through mutual agreement between the Department and the Contractor.
- j. Assign operational staff to perform the credit balance reviews at a level sufficient to accomplish the performance requirements of the contract.
- k. Assign a Project Manager dedicated to the day-to-day operations of file maintenance and cost avoidance operations, who possesses a minimum of three (3) years file maintenance project management experience working with a project of similar size and scope and a minimum of one (1) year working with Medicaid TPL.
 - i. The Project Manager shall take part in weekly conference calls with the Department. The weekly meeting times and days shall be established through mutual agreement between the Department and the Contractor.
- l. Assign operational staff to perform the file maintenance and verification functions at a level sufficient to accomplish the performance requirements of the contract.

- m. Submit proposed personnel change requests, supervisory level and above, in writing to the Department forty-five (45) business days in advance of the proposed change. Contractor shall provide resumes of personnel proposed for consideration. No personnel change may be made without written approval by the Department. Immediate notification is required should any personnel with access to DHH systems be removed from the contract for any reason.

5. Record Keeping Requirements

- a. Invoices for recoveries may be submitted to the contract monitor for payment authorization after the Department has notified the Contractor that adjustments submitted by the Contractor have been processed successfully. The Department shall be notified within five (5) business days of any checks received in error and provided a list which contains the remitter, check number, check date, and check amount. A copy of the check and all documentation received with the check shall be attached.
- b. Contractor is responsible for providing minutes from all meetings as specified by the Department to the Department within five (5) business days.
- c. Contractor shall maintain copies of meeting minutes and copies should be made available per Department request, at no cost to the Department.

6. Reporting Requirements

The Department reserves the right to require any other reports as deemed necessary.

- a. Project Status Reports
 - i. The Contractor shall provide progress reports with respect to recovery activities, annual hospital credit balance reviews, and file maintenance cost avoidance activities including specified data elements as determined by the Department. Project status reports shall be prepared and submitted within an agreed-upon time frame between the Department and the Contractor.
- b. Billing Reports
 - i. The Contractor shall provide access to all billings to include specified data elements as determined by the Department in an agreed-upon format due within two (2) weeks after the date of billing.
- c. Invoice Reports
 - i. The Contractor shall produce the following adjustment reports which shall include specified data elements as determined by the Department in an agreed-upon format:
 - Recoveries
 - Carrier Overpayments
 - Refunds
 - Payment recouped by Carriers
 - Pay and Chase
 - Summary by Recovery Type
 - Summary of Recovery Subtotal by Carrier
 - Monthly Report by Claim Type
 - ii. The Contractor shall produce the following recoupment reports which shall include specified data elements as determined by the Department in an agreed-upon format:
 - 1. Commercial Insurance Recoveries
 - 2. Provider Overpayment Recoveries
 - 3. Medicare Recoveries
 - 4. Refunds
- d. Managed Care TPL Report
 - i. The Contractor shall report the amount billed and collected for Medicaid enrollees in Managed Care Organizations.

- e. Accounts Receivable Reports
 - i. Project Accounts Receivable Reports
 - 1. Reports shall be submitted with the invoice. The identified potential accounts receivables shall be classified after a project as being:
 - Denied – an Explanation of Benefits (EOB) received from provider/carrier with a reason identifying that the claim in question was not the responsibility of a third party; or
 - Outstanding – neither payment nor documentation received refuting claim.
 - 2. The identified potential accounts receivables shall continue to be reported on a monthly report to provide an update to the status of each project. This report shall include, as required, six (6) month follow-up activity. The Accounts Receivable Reports shall be submitted monthly for each project until at least ninety percent (90%) of claims have been classified as Collected or Denied.
 - ii. Quarterly Accounts Receivable Reports
 - 1. A quarterly accounts receivable report shall be produced in accordance with the requirements of the Department.
- f. Carrier Reports
 - i. The Contractor shall submit a monthly carrier file report identifying all carriers submitting eligibility files to the Contractor, the date (mm/dd/yyyy) the file is received, the frequency of the submission of the files, and the status of outreach to those carriers that are not providing files.
- g. File Maintenance Reports
 - The Contractor shall:
 - i. Submit a monthly carrier code update report identifying those carrier codes that have been added and carrier codes that have been inactivated.
 - ii. Submit a monthly carrier file report identifying all carriers submitting files to the Contractor, the frequency of the submission of the files, and the status of outreach to those carriers that are not providing files.
 - iii. Submit a monthly report identifying pharmacy insurance policies that do not have a corresponding major medical segment.
 - iv. Submit a monthly report identifying the date (mm/dd/yyyy) a carrier eligibility file is received, the name of the carrier, the date (mm/dd/yyyy) the carrier eligibility file is verified, and the date (mm/dd/yyyy) that the verified adds or updates are loaded to the resource file.
- h. Recovery Reports
 - i. The Contractor shall provide access to all billings to include specified data elements as determined by the Department in an agreed-upon format due within the time frame as determined by the Department.

7. Contingency Plan

- a. The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters. Contingency plans shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to information technology, as well as operational items such as employee notification processes and the procurement of office supplies

needed to do business in the emergency mode operational environment. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.

- b. The Contractor shall have a contingency plan no later than thirty (30) business days from the date the contract is signed. At a minimum, the contingency plan shall address the following scenarios:
 - i. The central computer installation and resident software are destroyed or damaged;
 - ii. The system interruption or failure resulting from network, operating hardware, software, or operations errors compromise the integrity of transactions that are active in a live system at the time of the outage;
 - iii. System interruption or failure resulting from network, operating hardware, software, or operations errors compromise the integrity of data maintained in a live or archival system;
 - iv. System interruption or failure resulting from network, operating hardware, software, or operations errors does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system, such as it causes unscheduled system unavailability;
- c. The contingency plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.
- d. The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to the Department that it can restore system functions. In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to the Department describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.

8. Transition Plan

This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination.

- a. The Contractor shall submit a transition/takeover plan which outlines the procedures and timelines to ensure continuity of services. The transition/takeover plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the transition tasks. The transition/takeover plan must be approved by the Department. In addition to the initial transition plan, an updated plan shall be provided to the Department upon the Department's request.
- b. The transition/takeover plan must include procedures that shall, at a minimum, comply with the following stipulations:
 - i. Upon expiration of the contract term, or upon termination if terminated prior to expiration, all records, reports, worksheets, or any other pertinent materials related to the execution of the contract shall become the property of the Department. The Contractor must provide the Department with all data, documentation, or other pertinent information for the Department or a subsequent contractor to assume the operational activities successfully. This includes correspondence, documentation of ongoing issues, and other operational support documentation. The information must be supplied in media and format specified by the Department and according to the schedule approved by the Department.
 - ii. The Contractor shall transfer all data to the Department or a third party at the sole discretion of the Department and as directed by the Department. All transferred data must be compliant with HIPAA. All relevant data must be received and verified by the Department or the subsequent Contractor. If the Department determines that not all of the data was transferred to the Department or the subsequent Contractor, as required, or the data is not HIPAA compliant, the Department reserves the right to hire an

independent contractor to assist the Department in obtaining and transferring all required data and to insure that all the data are HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the Contractor.

- iii. In the event of contract termination, the Contractor shall transfer all data and non-proprietary systems to the Department or new contractor within the agreed-upon time frame.
- c. The transition/takeover plan must be adhered to within thirty (30) days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.
- d. If the contract is not terminated by written notification as provided above, the Contractor shall propose a transition/takeover plan six (6) months prior to the end of the contract period, including extensions to such period. The plan shall address the possible transition of the records and information maintained to either the Department or a third party designated by the Department.

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.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.
3. In the event the Contractor fails to perform as required, the Contractor shall pay the Department the specified amounts listed below as agreed liquidated damages.

REQUIREMENT	LIQUIDATED DAMAGES
Contractor shall submit reports in accordance with stated requirements, and/or as agreed upon during contract negotiations with DHH.	A twenty-five (\$25) dollar per business day charge to the Contractor may be imposed per each report for each day after the report due date until the report is received.
Contractor is responsible for providing minutes from all meetings as specified by the Department to the Department within five (5) business days.	A one hundred dollar (\$100) charge to the Contractor may be imposed for each occurrence in which minutes are not received by the Department within five (5) business days.
Contractor shall request approval to make changes of key personnel to the Department as described in the proposal.	A one hundred fifty dollar (\$150) per business day charge to the Contractor may be imposed for each day that a change in key personnel is made but not approved by the Department.

Project Manager(s) shall take part in weekly conference calls with the Department.	A one thousand dollar (\$1,000) charge to the Contractor may be imposed for each weekly meeting in which the Project Manager fails to participate without obtaining prior approval from the Department.
Contractor shall have, at a minimum, data match agreements with all health insurance carriers that have more than 1,000 covered lives in the State of Louisiana within ninety (90) calendar days of contract execution.	A one hundred dollar (\$100) per business day charge to the Contractor may be imposed for each data match agreement not obtained for each day beyond ninety (90) calendar days from contract effective date.
Contractor shall pursue follow-up on outstanding accounts receivables six (6) months after Contractor issues billings to carriers with the requirement of ninety (90) percent resolution of claims within sixty (60) days of six (6) month follow-up.	A five thousand dollar (\$5,000) charge to the Contractor may be imposed for each project that does not achieve a minimum of ninety percent (90%) resolution of claims within sixty (60) calendar days of six (6) month follow-up
Contractor shall maintain an appropriately-staffed call center with adequate staff available Monday through Friday, 8am-5pm CT excluding Louisiana state holidays and weekends.	A five thousand dollar (\$5,000) charge may be imposed for each day that the call center/ verification unit is not open and available to conduct business in accordance with requirements. A five hundred dollar (\$500) per hour charge may be imposed when the call center is not open and available to conduct business for more than two hours as required.
Contractor shall update the resource file by adding, terming, or updating insurance policy information as required.	Payment of fee to the Contractor may be withheld for recovery of Medicaid funds recouped as a result of insurance policy information not being updated as required. In addition, a two hundred seventy-five dollar (\$275) charge to the Contractor may be imposed for each addition, termination, or update of insurance policy information that is not completed as required.
Contractor shall complete annual reviews of every Medicaid hospital provider (approximately 150).	A five hundred dollar (\$500) charge to the Contractor may be imposed for each Medicaid hospital provider review not completed as required.
Contractor shall submit a nightly electronic file to the FI or the Department's designee in the specified format with all verified insurance adds and updates.	A four hundred dollar (\$400) charge to the Contractor may be imposed for each day the nightly electronic file is not submitted as required.
Verified insurance coverage shall be uploaded within thirty (30) calendar days of the data matches.	A one thousand dollar (\$1,000) per day charge to the Contractor may be imposed for each day the file is not loaded within thirty (30) calendar days of the data match.

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 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. For recovery activities, the Contractor shall own, lease or have access to computer facilities to be able to accept electronic data, bill health carriers electronically, data match electronically, and produce Medicaid adjustments and reports through Department designated electronic media;
2. The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP;
3. 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;
4. The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature;
5. 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;
6. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit;
7. 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);
8. 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
9. 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 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, proposers 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.
5. The Contractor shall not contract with any other vendor under a business agreement for the furnishing of any good, product, or merchandise, or the supplying of any good or service required by the contract without the express prior written approval of the State. The Contractor shall not substitute any vendor under a business agreement without the prior written approval of the State. For vendor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all vendors through the following:
 - a. The vendor(s) will provide a written commitment to accept all contract provisions; and
 - b. The vendor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
6. Any work or service by a subcontractor, or the selling, offering to sell, or the furnishing of a specific good, product, or merchandise of a part of the principal contract by a vendor, must be performed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico, Guam, Virgin Islands of the United States, the Northern Marianas and American Samoa.

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, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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. Minimum Scope and Limits of Insurance

a. Workers' Compensation

Before any work is commenced, the contractor shall maintain during the life of this contract, 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

The contractor shall maintain during the life of the contract such 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

The contractor shall maintain during the life of the contract such 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)

The contractor shall maintain during the life of the contract such Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, 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 calendar 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.

2. 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.

3. 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.

4. Acceptability of Insurers

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

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.

5. 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.

6. 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.

7. 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.

8. Indemnification/Hold Harmless Agreement

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract. *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.

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.

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.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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.

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:

Chris Ourso
Department of Health and Hospitals
Bureau of Health Services Financing/MMIS
Bienville Building
628 North 4th Street, 6th Floor
Baton Rouge, LA 70802
Chris.ourso@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 thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term.
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. Payment of invoices is subject to State approval. Continuation of payment is dependent upon available funding. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms.
2. The State will make every reasonable effort to make payments within thirty (30) business days of the approval of invoices and under a valid contract. Contractor will not be paid more than the maximum amount of the contract. Contractor shall submit a final invoice to the Department within fifteen (15) business days after termination of the contract.
3. Retainage
 - a. 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) 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.
4. Invoices may not be filed for less than one thousand dollars (\$1,000) with the exception of the last invoice which shall be for the final amount. Final invoice(s) shall be received within fifteen (15) business days following the termination date of the contract.
5. Invoices shall be in a hard copy format on Contractor letterhead as well as an electronic version to include specified data elements as determined by the Department.
6. Recovery
 - a. Contractor shall receive a contingency fee based on the amount of third party payments collected. Invoices shall be paid after Medicaid claims are successfully collected via adjustment, void, or negative balance transactions.

- b. Contractor shall be responsible for adding or updating coverage, prior to invoicing the Department, for any recovery made on the behalf of the Department.
- 7. Annual Hospital Credit Balance Reviews
 - a. Contractor shall receive a contingency fee, based on the amount of provider payments collected. Invoices shall be paid after Medicaid provider overpayments are successfully collected via adjustment, void, or negative balance transaction.
- 8. File Maintenance and Cost Avoidance
 - a. Contractor shall receive a monthly fee for maintenance of the resource file for all Medicaid enrollees.

No projects shall begin after January 1, 2019 without written Department approval. For the final three months of the contract, approximately April 1, 2019 through June 30, 2019, Contractor shall engage in clean up and contract close out activities in accordance with the Department's directives.

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 Governmental 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, Office of State Procurement.
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 C. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
- 4. If the contract negotiation period exceeds thirty (30) calendar days or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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 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; and
 - d. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 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. 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.

J. Errors and Omissions

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

K. 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.

L. Procurement Library

Department program manuals and pertinent Federal and State regulations, as well as other materials, are available for review upon request in the Procurement Library. The library is located at the Bienville Building, 628 N. 4th Street, Baton Rouge, LA 70802. Arrangements may be made through the RFP coordinator for access to the library. The library will be open by appointment only during the hours of 8:30am CT to 4:00pm CT on Tuesday through Thursday beginning the day after public notice of the RFP and ending on the day before proposals are due. A list of requested items or materials should be included in the request for an appointment. No items or materials may be removed from the library, but DHH personnel will be available to make copies of requested materials at a charge of twenty-five (25) cents per page. Cash is not acceptable. Checks and/or money orders are to be made payable to the Department of Health and Hospitals.

Relevant material related to this RFP will be posted at the following web address:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

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

M. 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. Proposals should not exceed two hundred (200) pages in length, inclusive of all attachments and appendices.
3. Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink) and should submit two (2) electronic copies (CDs or flash drives) of the entire proposal and five (5) additional hard copies of the proposal. Proposer should also provide one (1) electronic copy of the Redacted Proposal (CD or flash drive). No facsimile or emailed proposals will be accepted.

4. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Rebecca Harris
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:

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

N. 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 any information asserted to be confidential and/or proprietary, 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 of the confidentiality of the information is waived.

O. Proposal Format

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

P. Requested Proposal Outline

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

Q. Proposal Content

1. Mandatory Requirements Checklist

Proposer shall complete the Mandatory Requirements Checklist (Attachment F). 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 F**) will be disqualified from the evaluation process immediately.

2. 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 A)
- 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 B).
 - ii. Mandatory Requirements to Propose: The Proposer must submit a completed Mandatory Requirements Checklist (Attachment F).

3. 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 and as required by work order. 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, as well as 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 (Disaster Recovery Plan and Business Continuity Plan) in the event of an emergency event;
- k. Refer to specific documents and reports that can be produced as a result of completing tasks;
- l. Identify all assumptions or constraints on areas of responsibilities;
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period;
- n. If the Proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor;
- o. 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
- p. 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. Break down 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. Include 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 tasks and 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.

The proposer should clearly describe its 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.

4. 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. The proposer should have, within the last twenty-four (24) months, implemented a similar type project. Proposers should give at least two (2) customer references for projects implemented in at least the last twenty-four (24) months. References shall include the name, email address and telephone number of each contact person.
- 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. 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.

5. 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.
- e. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

6. 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.

7. 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 shall include for each of the last three (3) years, copies 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.

8. 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 for the duration of the contract to demonstrate how cost was determined. Proposers shall complete a cost proposal in the format provided in Attachment E to be considered for award.

Failure to complete and submit these documents will result in the disqualification of the proposal.

R. Waiver of Administrative Informalities

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

S. 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.

T. 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.

U. 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 his or 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 separately conducted by the State.
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

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

1. Recovery Activities and Augmentation of the FI's Medicare recovery efforts: 25 maximum points

Points Awarded	=	$\frac{\text{Lowest Proposed Contingency Fee (\%)}}{\text{Contingency Fee (\%) of Proposal Being Evaluated}} \times 25$
----------------	---	---

2. Annual Hospital Credit Balance Reviews: 15 maximum points

Points Awarded	=	$\frac{\text{Lowest Proposed Contingency Fee (\%)}}{\text{Contingency Fee (\%) of Proposal Being Evaluated}} \times 15$
----------------	---	---

3. File Maintenance and Cost Avoidance Activities: 15 maximum points

Points Awarded	=	$\frac{\text{Lowest Proposed Annual Fee (\$)}}{\text{Annual Fee (\$) of Proposal Being Evaluated}} \times 15$
----------------	---	---

The assignment of the fifty (55) points based on the above formulas will be calculated by the State. NOTE: The proposer with the lowest score in each area will receive the maximum points for that category. Other proposers will receive points in each area based on the above formulas. Points will be rounded up to the nearest tenth (10th) of a point.

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 entrepreneurs 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 entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 1. The number of certified small entrepreneurs to be utilized;
 2. The experience and qualifications of the certified small entrepreneurship(s); and

3. The anticipated earnings to accrue to the certified small entrepreneurship(s).

7. Evaluation Criteria and Assigned Points

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

Evaluation Criteria	Points
Introduction/Administrative Data	5
Work Plan/Project Execution	15
Corporate Experience	5
Qualification of Personnel	5
Financial Statements	5
Cost: Recovery Activities	25
Cost: Hospital Credit Balance Reviews	15
Cost: File Maintenance and Cost Avoidance Activities	15
Veteran and Hudson Initiatives	10
Total	100

B. On Site Presentation/Demonstration

- a. The Department may select those proposers reasonably susceptible of receiving an award for an on-site presentation and/or demonstration for final determination of contract award. On-site presentations/demonstrations will allow the selected proposers to demonstrate their unique capability to provide the services requested in the RFP. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Proposers should tentatively reserve Monday, May 23, 2016 to provide on-site presentations of their proposals. Presentations can only cover the systems and functionality that have been proposed. Proposers shall not introduce new features, services, or functionality that were not part of the initial proposal.
- b. Proposers selected for on-site presentations/demonstrations should:
 - i. Provide a strategic overview of services to be provided;
 - ii. Summarize major strengths;
 - iii. Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes; and,
 - iv. If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.
- c. If presentations are conducted, the original scores may be adjusted to reflect information received in the presentation utilizing the same evaluation criteria.

C. Proposal Review Committee

The evaluation performed by a Proposal Review Committee, consisting of at least four persons designated by the Department, 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 list of criteria used along with the points 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.
5. The award of the contract is subject to the approval of the Division of Administration, Office of State Procurement.

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 C) 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.

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 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 C).

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) 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 or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance 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

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within **thirty (30)** days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in **thirty (30)** days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the 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

- A. Veteran and Hudson Initiatives**
- B. Certification Statement**
- C. DHH Standard Contract Form (CF-1)**
- D. HIPAA Business Associate Addendum**
- E. Cost Worksheet**
- F. Mandatory Requirements Checklist**

Attachment A: 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.louisianaeconomicdevelopment.com>.

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.

Relevant Statutes and Administrative Rules:

The Veteran Initiative [La. R.S. 39:2171](#); [LAC 19:IX.Chapters 11 and 13](#)

The Hudson Initiative [La. R.S. 39:2001](#); [LAC 19:VIII.Chapters 11 and 13](#)

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](#). 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](#) may be accessed from the [State of Louisiana Procurement and Contract \(LaPAC\) Network](#). 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.

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 90 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 (Electronic or Photocopy Signature NOT allowed)

Printed Name of Authorized Signature

Date

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

Validate

DHH - CF - 1
Revised: 2016-02

CONTRACT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

LAGOV: _____

DHH: _____

Agency Name... _____

Agency # _____

AND

FOR

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

INCLUDE RFP NUMBER (if applicable): _____

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)
2) Street Address	6) Parish(es) Served choose Parishes...
City State Zip Code LA	7) License or Certification #
3) Telephone Number	8) Contractor Status ! Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
4) Mailing Address (if different)	8a) CFDA#(Federal Grant #)
City State Zip Code	
9) Brief Description Of Services To Be Provided: !	
10) Effective Date	
11) Termination Date	
12) Maximum Contract Amount	
13) Amounts by Fiscal Year	
14) Terms of Payment ! If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:	
Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.	
PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Last Name Title Phone Number

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

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

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

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

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

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a 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. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 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. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the 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.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

--

STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
--

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
Secretary, Department of Health and Hospital or Designee	
TITLE	

--

--

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

Attachment D: 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 E: Cost Worksheet

Proposers must complete the Cost Worksheet to be considered for award. Failure to complete the Cost Worksheet will result in the proposal being disqualified from consideration. Proposals will be scored following the methodology stated in *Cost Evaluation* and *Evaluation Criteria*.

The worksheet shall include all anticipated costs of successful implementation of deliverables outlined in the RFP. Proposers shall provide rate per activity for years in the table.

ANNUAL COST	
Activity	Years 1-3
Recovery Contingency Fee (%) <i>Firm fixed fee percentage</i>	%
Annual Hospital Credit Balance Review Contingency Fee (%)	%

ANNUAL COST	
File Maintenance and Cost Avoidance Fee Monthly Fee \$ _____ <i>(Annual fee calculation is based upon monthly fee X 12)</i>	\$ _____ (Annual Fee)

Attachment F: Mandatory Requirements Checklist

LOUISIANA MEDICAID PROGRAM THIRD PARTY LIABILITY ACTIVITIES MANDATORY REQUIREMENTS TO PROPOSE RFP # 3000005038	
PROPOSER NAME	
This form must be completed and submitted with the 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 only the first column of this form to provide an index referencing the location of your response to each item listed (page and section number). This completed form should be included as Attachment A of your proposal. The RFP Coordinator will review the Proposer's response to the RFP to determine whether the Mandatory Requirement 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 requirements 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 (SME) in order to verify and assess the information presented.</p>	

Page # of Response In Proposal	MANDATORY REQUIREMENTS Any proposal submitted without all mandatory requirements will be disqualified from the evaluation process immediately.	Included / Not Included
	1. Provide the Proposal Certification Statement (Attachment B) 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 written (1) reference for each of the project implementations as specified in Section I §C.1 of the RFP.	Included / Not Included
	3. Provide a minimum of one written (1) reference for each Contractor, subcontractor or key personnel as specified in Section I §C.2 of the RFP.	Included / Not Included
	4. Include a complete cost proposal as specified in Section IV §Q.8 of the RFP, using the format provided in Attachment E.	Included / Not Included