

ADDENDUM 2

THIRD PARTY LIABILITY (TPL) SERVICES

RFP #: 30000115540

Proposal Due Date/Time: October 30, 2020, 11:59 PM

Release Date: August 31, 2020

Third Party Liability (TPL) RFP Cover Page - Proposals Deadline Due Date Change

NAME OF PROGRAM: Medicaid Vendor Administration

RFP #: 30000115540

Proposal Due Date/Time: ~~10/15/2020~~ **10/30/2020** 11:59 PM

Release Date: 08/31/2020

1.6. Schedule of Events

EVENT	DATE
RFP advertised in newspapers and posted to LaPAC	August 31, 2020
Deadline for receipt of written inquiries	September 11, 2020 5:00 pm, Central Time
Deadline to answer written inquiries, on or about	September 25, 2020
Deadline for receipt of electronic proposals All proposals shall remain sealed until the date and time listed.”	October 15, 2020 <u>October 30, 2020</u> 11:59 pm. Central Time
Presentations & Discussions (if applicable) Those Proposers reasonably susceptible of receiving an award will be selected to provide On Site presentations or demonstrations of services and/or products.	Date: TBA Time: TBA Location: TBA
Notice of Intent to award announcement, and 14-day protest period begins, on or about	TBA
Contract execution, on or about	TBA

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

1.8.2. Table of Contents

The proposal should be organized in the order contained below.

- A. Executive Summary
 - 1. Overall Qualifications and Timeliness
 - 2. Statement of Compliance
- B. Company Background, Experience, and Staffing
 - 1. Experience and Capability
 - 2. Organization

3. History and Background
4. Key Personnel & Proposed Staff Qualifications
- C. TPL Services
 1. Cost Avoidance
 2. Post Payment Recovery/ Health Insurance Billing and Recovery
 3. Coordination of Benefits Portal
 4. Crowd Out Reporting
 5. Come Behind Billing and Recovery
 6. Credit Balance Audit Process
 7. LaHIPP Services
- D. Administrative Services (Operations)
 1. Call Center
 2. TPL Provider Relations Services
 3. TPL Collections Lockbox
- E. Innovative Concepts
- F. Project Work Plan
 1. **Scope of Work**
- G. Louisiana Veteran and/or Hudson Initiative Programs Participation
- H. Additional Information
- I. Cost Proposal
- J. Certification Statement
- K. Outsourcing of Key Internal Controls

1.8.3.1. Overall Qualifications and Timeliness

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, **and** 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.

1.8.4. Company Background, Experience, and Staffing

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, ~~and~~. **Additionally, the Proposers shall provide** copies of the most recent two (2) years' **audited** financial statements, ~~preferably audited.~~

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

Proposers should give at least two customer references for projects implemented in at least the last 24 months. References shall include the name, job title, email address and telephone number of each contact person. Explain what aspects of the contract are relevant to this RFP scope of work and identify

how each contract ranks, in terms of relevancy, with respect to the other contracts identified in the proposal.

A statement of the Proposer's involvement in litigation that could affect this work must be included. If no such litigation exists, Proposer should so state.

The Proposer should also demonstrate its experience to execute the project using an Agile implementation methodology.

1.8.5. Technical Approach

Proposals should define the Proposer's technical approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section 2 Scope of Work/ Services. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas below:

- Provide Proposer's understanding of the nature of the services and how its proposal will best meet the needs of the Department.
- Describe the approach to Agile Project Management and Quality Assurance.
- Describe the Proposer's experience with Agile methodologies (e.g. Scrum, Kanban, Lean, SAFe, etc.).
- Provide Proposer's understanding of the CMS certification requirements for an MMIS functional module, and specifically how the proposed solution meets these requirements.
- Define the approach in providing the following services:
 - TPL Services
 - Administrative Services(Operations)
- Define the approach in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Provide any relevant information deemed appropriate for any proposed solution to include, at a minimum, the following components:
 - Description of how software meets the federal and State requirements for TPL and LaHIPP;
 - Discussion of functionality of the software;
 - Define approach to system and data security;
 - Identify areas of project risk and strategies to mitigate these risks;
 - Define the methodology to be used for system configuration;
 - Description of how the software converts and maintains base data from the current TPL Master Resource File and supports required reporting; and
 - ~~○ Define strategy for application knowledge transfer to position the State to be self-sufficient after contract termination, if applicable.~~
- Develop a solution that utilizes each of the following components of the OTS Enterprise Architecture (EA). The EA is described in *Attachment H. Enterprise Architecture Integration Requirements*. EA will provide additional functionality to the system by re-using components so that these functional areas are not duplicated within the proposed solution. The following are EA components that are expected to be used with the proposed solution:
 - Enterprise Service Bus (ESB)

- Identity Access Management (IAM)
- Data Warehouse (DWH)
- Electronic Document Management System (EDMS)
- Master Data Management (MDM)
- Consumer Communications (CC)
- Business Rules Engine (BRE)
- Ensure integration (real time, API, FTP, etc.) with the State's or third party systems shall be orchestrated via the State's Enterprise Architecture system, unless agreed to by both parties.
- Work with Louisiana Department of Health, MES, LDH T-MSIS team, and CMS to ensure that all Transformed Medicaid Statistical Information System (T-MSIS) TPL data file layout, and information are mapped out correctly and are in compliance with CMS specifications. In addition, all CMS Standard Operating Procedures document requirements and stipulations must be met. CMS pre-acceptance T-MSIS TPL edits needs to be incorporated in data validations to ensure that TPL file data submissions to CMS is consistent, accurate and timely. CMS directives to states can be found at <https://www.medicaid.gov/sites/default/files/Federal-Policy-Guidance/downloads/SHO18008.pdf>.
- Provide plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Provide plans for training.
- Develop and provide provisions for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

1.28.2.4. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

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

1.28.4.1. Insurance Covering Special Hazards

~~Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.~~ Not Applicable for this RFP.

1.30. Payment

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon Retained funds will be paid to the Contractor annually upon satisfactory completion of all tasks contained in the Scope of Work/Services, retained funds will be paid that were required to be performed during the preceding year.

During the execution of tasks contained in the Scope of Work/ Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

- Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. These shall be reimbursed at the approved billable rate for that service as established from the Contractor's Proposal. These rates shall be used for the duration of the Contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

2.3.2. Quality Assurance Plan

The Contractor shall provide a quality assurance plan that addresses the company's program to include, but not limited to, inspections, submittal reviews, corrections of non-compliant work, and how the company addresses quality control failures and timely adjudication to include measures to assure non-reoccurrence.

The Quality Assurance Plan is due within thirty (30) calendar days from the date of execution of the contract.

The State will also have its own Quality Control team and this portion is intended to address how the Proposer(s) intends to self-correct and work with the State when defects and non-compliant work is detected by quality control measures. Proposer(s) should understand that processes to meet automated monitoring requirements will ultimately need approval by the State Quality Control team.

2.3.3. Risk Management Plan

The Contractor shall develop and submit a final risk management plan to LDH within sixty (60) calendar days from the date of execution of the contract. The final risk management plan is to be approved by LDH prior to implementation by the Contractor and shall, at a minimum, address any potential implementation risks including but not limited to the following:

- ~~Delays in building the appropriate organization, inclusive of delays in hiring and training staff required to operate contract components resulting from this RFP;~~
- ~~Delays in construction and or acquisition of office space and the delivery of office equipment for staff required to operate contract components resulting from this RFP;~~
- Delays in receipt of data from carriers, LDH and or its Agents;
- A problem with the call center required for interacting with attorneys, providers, carriers, recipients, etc.; and
- Problems with systems required for carrying out the requirements of the contract resulting from this RFP.

For each scenario identified, the risk management plan shall include at a minimum the following:

- Risk identification and mitigation strategies;
- Implementation plans for the identified risk mitigation strategies; and
- Monitoring and tracking tools.

The final risk management plan shall be based upon the draft risk management plan that shall be submitted by the Contractor with its response to this RFP and shall be submitted within 60 days of contract start.

The Contractor shall maintain and update the risk management plan as required by LDH.

2.9.3. Performance Incentives

The Department will consider proposals from the Proposer for financial performance incentives specific to increasing cost avoidance results, year-over-year pay and chase and cost recovery balances by specific percentages. The Department is not obligated to include performance incentives in any negotiated contract awarded for this RFP. Proposer is encouraged to show cost benefit to the State in any innovative approaches.

Proposer is not required to submit performance incentive approach(es). If none, so state.