

**SOLICITATION FOR PROPOSALS**  
**FOR**  
**PROVIDER MANAGEMENT**  
**SOFTWARE AS A SERVICE (SaaS) SOLUTION**  
**FOR THE**  
**LOUISIANA DEPARTMENT OF HEALTH**  
**BUREAU OF HEALTH SERVICES FINANCING**



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# **SOLICITATION FOR PROPOSALS FOR PROVIDER MANAGEMENT SOFTWARE AS A SERVICE (SaaS) SOLUTION**

## **PART I - ADMINISTRATIVE AND GENERAL INFORMATION**

### ***1.1 Background***

The mission of the Louisiana Department of Health (LDH) is to protect and promote health, and to help ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of the Office of the Secretary (OS), which is responsible for establishing policy and administering operations, program and affairs; the Office of the Deputy Secretary, which is responsible for the Office of Aging and Adult Services (OAAS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), and the Office of Public Health (OPH); the Office of the Undersecretary, which is responsible for the Bureau of Health Services Financing (BHSF), Division of Fiscal Management; and the Deputy Undersecretary's Office which is responsible for Administrative Review, the Division of Planning and Budget and the Health Standards Section (HHS).

Within the Bureau of Health Services Financing, the Medical Vendor Administration (MVA), administers the Medicaid Program for the State of Louisiana, in accordance with federal guidelines from the Centers for Medicare and Medicaid Services (CMS). Medicaid is the public health program which provides payment for health care services provided by qualified health care providers to elderly, disabled and low-income Medicaid recipients through traditional fee-for-service (FFS) programs and through Managed Care Entities (MCEs). Funded by both federal and state governments, Medicaid provides medical benefits such as physician, hospital, laboratory, x-ray, and nursing home services.

The Program Integrity (PI) Section, under the direction of the Bureau of Health Services Financing, provides oversight of the Medicaid program with the overall goal of reducing or eliminating fraud, waste and abuse through planning, preventing, educating, detecting, investigating and recovery. Federal laws require the states to ensure the integrity of their Medicaid program.

Louisiana's Medicaid Program Integrity Section consists of Provider Enrollment (PE), Payment Error Rate Measurement (PERM), Surveillance and Utilization Review (SURS), Recovery Audit Contractor (RAC), and Provider Compliance and Analytics.

The Medicaid Management Information System (MMIS) Section within LDH is responsible for the oversight, coordination, authorization, prioritization, and monitoring of the MMIS system maintained by the Fiscal Intermediary (FI). The MMIS system houses all Provider information. The MMIS system maintains data on approximately 35,000 Louisiana Medicaid Providers, and maintains recipient

eligibility, claims, and encounter data for approximately 1.59 million Medicaid enrollees, of which approximately 1.47 million are enrolled in Managed Care Plans.

### 1.1.1 Overview of Current Environment

The Louisiana Medicaid Program has multiple service delivery methods for Medicaid enrollees. Providers contracted with Managed Care Entities (MCEs) under the Healthy Louisiana Program are not required to enroll with Louisiana Medicaid.<sup>1</sup> MCEs maintain their own Provider Network by screening, credentialing, enrolling and contracting with their Providers. LDH, through its Fiscal Intermediary (FI), continues to enroll Medicaid Providers for Fee-for-Service (FFS) only. Louisiana's Medicaid Provider enrollment process is currently manual and paper-based and does not include an electronic application.

MCEs currently include five (5) statewide Health Plans that coordinate all physical and behavioral health Medicaid benefits for their linked members. While there is a large amount of overlap in the Provider Networks between the MCEs and FFS, many providers choose to participate exclusively with FFS or MCEs. Providers may contract with any single MCE or any combination of MCEs. The table below includes a summary of providers actively enrolled with FFS and Healthy Louisiana. Numbers identified for the MCEs may be overstated due to administrative issues with provider registrations.

Enrolled Providers as of May 31, 2017			
	<i>Fee for Service Only</i>	<i>MCE Only</i>	<i>Both FFS and MCE</i>
<i>Physicians</i>	319	41,043	20,093
<i>Hospitals</i>	30	3,276	1,200
<i>Nurse Practitioners</i>	73	4,197	3,672
<i>All Other</i>	4,934	47,116	13,900
<b>Total</b>	<b>5,356</b>	<b>95,632</b>	<b>38,865</b>
<b>Out- of – State*</b>	<b>479</b>	<b>74,224</b>	<b>6,335</b>
<b>*Out-of-State providers are limited to a temporary active enrollment period of twelve (12) months.</b>			

LDH also contracts with a Dental Benefit Program Manager (DBPM), operating as a Prepaid Ambulatory Health Plan (PAHP), to provide dental benefits to approximately 1.5 million Medicaid and Louisiana Children's Health Insurance Program (LaCHIP) enrollees. The DBPM maintains its own Provider Network by screening, credentialing, enrolling and contracting of approximately 1,100 Providers. The DBPM has a large network of general and specialty dentists throughout the state. The table below includes a summary of Providers actively enrolled.

<sup>1</sup> In accordance with Public Law No. 114-255, commonly referred to as the 21<sup>st</sup> Century Cures Act, States will be responsible for enrolling providers participating in Managed Care by January 1, 2018.

Enrolled Oral Health Providers as of May 31, 2017		
	Primary Care	Specialist
<i>General Practitioner</i>	857	---
<i>Pedodontist</i>	81	---
<i>Endodontist</i>	---	13
<i>Periodontist</i>	---	3
<i>Prostodontist</i>	---	3
<i>Orthodontist</i>	---	28
<i>Oral and Maxillofacial Surgeon</i>	---	120
<b>Total</b>	<b>938</b>	<b>167</b>

Additionally, LDH contracts with a Prepaid Inpatient Health Plan (PIHP) to provide Coordinated System of Care (CSoc) benefits to children and youth through age 21.

### 1.1.2 Purpose

It is LDH's intent to achieve compliance with the Affordable Care Act (ACA) requirements and any subsequent federal legislation that may replace or supplement the ACA in whole or in part, and other provider enrollment and management CMS mandates.<sup>2</sup> CMS recently expanded ACA requirements to Managed Care. Concurrently, the resulting contract must contribute to LDH's momentum in obtaining a higher Medicaid Information Technology Architecture (MITA) maturity level within one (1) year of the contract start date.

The purpose of this Solicitation for Proposals (SFP) is to obtain competitive proposals pursuant to La. R.S. 39:198(I) and 39:1595 from bona fide, qualified Proposers who are interested in providing a Provider Management Software as a Service (SaaS) solution and staff to support the Business Process for enrollment and credentialing of Louisiana Medicaid Providers. The Contractor must be a Credentials Verification Organization (CVO), certified by the National Committee for Quality Assurance (NCQA) or subcontract with a CVO contractor that is certified by NCQA. Reference Attachment A of this SFP for detail of deliverables and expectations.

Innovative Concepts: Proposers are encouraged to include innovative concepts (i.e., on-line live chat capabilities for provider assistance) in their proposals that will enhance enrollment and/or credentialing for consideration by the Department.

### 1.1.3 Goals and Objectives

It is the Department's goal to secure an independent Provider Management Solution separate from the existing FI contract as mandated by the Centers for Medicare and Medicaid Services (CMS) for Medicaid Modernization. The Contractor must be able to satisfy the following attributes:

- a. Meet federal and state requirements in developing and maintaining a provider management system which includes, but is not limited to, credentialing as defined in *Attachment A*;
- b. Support the National Fraud Prevention Program (NFPP);

<sup>2</sup> 42 CFR Part 438, Subpart H; 42 CFR Part 455, Subparts B & E.

- c. Comply with CMS ACA<sup>3</sup> provider screening, enrollment and management requirements;
- d. Integrate into the State's Enterprise Architecture as defined in *Attachment G*;
- e. Comply with MITA 3.0 standards and complete CMS MECT MITA and/or MMIS V2.2 checklists and provide and prepare any additional information required for certification; and
- f. Re-enroll all providers currently enrolled in both Fee-for-Service and Managed Care Entities in a phased approach by November 1, 2018.

## 1.2 Definitions

Term	Definition
Agency	Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
Agent	Any person who has been delegated the authority to act on behalf of a provider.
Atypical Provider	A Medicaid enrolled provider that is not a "health care provider" as defined in 45 C.F.R. §160.103.
Biometrics	The measurement and analysis of unique physical or behavioral characteristics as a means of verifying a person's identity (ex: fingerprints, face recognition, DNA, iris and retina recognition, voice recognition, etc.).
Bureau of Health Services Financing (BHSF)	The bureau within LDH responsible for the Medicaid Program.
Business Day	Traditional workdays, which are Monday, Tuesday, Wednesday, Thursday and Friday from 8:00 am - 5:00 pm 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.
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health and Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children's Health Insurance Program (CHIP) under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
Change of Ownership (CHOW)	A CHOW typically occurs when a provider has been purchased by another individual or organization. The CHOW results in the transfer of the old owner's provider identification number and provider agreement, including any outstanding debts.
Close of Business	Close of Business is 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.
Completed Application	An application that contains all required documentation and applicable fees based on provider type and risk level assessment.
Contract	The entire written agreement between LDH and the Contractor, which is comprised of the Sample Generic Contract (Attachment C) (including its attachments and exhibits), this SFP (including its attachments, amendments, and addenda), and the Contractor's proposal.

<sup>3</sup> This SFP is intended to abide by the current ACA requirements; however, should it be repealed or replaced in its entirety or in part, this SFP shall remain in effect. It shall conform to the federal law that replaces in whole or in part, the ACA.

<b>Term</b>	<b>Definition</b>
Contract Monitor	A person designated by LDH to be responsible for administering and enforcing the terms and conditions of the contract. The contract monitor is LDH's primary point of contact through which all contracting information flows between LDH and the Contractor.
Contractor	Any person having a contract with a governmental body. For sections of this SFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this SFP.
Corrective Action Plan (CAP)	A plan developed by the Contractor that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency. The CAP outlines all steps/actions and timeframes necessary to address and resolve the deficiency.
Credentials Verification Organization (CVO)	An organization that conducts credentials verification, reports the credentialing information to clients and has systems in place to protect the confidentiality and integrity of the information.
Customer Information Control System (CICS)	The Medicaid Management Information System mainframe application used for claims processing and information retrieval.
Data Exchange	The process of taking data structured under a source schema and transforming it into a data structured under a target schema, so that the target data is an accurate representation of the source data.
Deferred Compensation	The Louisiana Medicaid Deferred Compensation Plan allows licensed professional individuals only who are enrolled as FFS Medicaid providers to invest their Medicaid compensation into a tax deferred, individual retirement account managed by the Louisiana Public Employee Deferred Compensation Plan. Specific requirements must be met by the provider prior to being allowed participation in the Deferred Compensation Plan.
Deliverable	A document, manual or report submitted to LDH by the Contractor to fulfill requirements of the Contract.
Department	Louisiana Department of Health
Disclosing Entity	A Medicaid provider (other than an individual practitioner or group of practitioners), or a fiscal agent.
Discussions	For the purposes of this SFP, a formal, structured means of conducting written or oral communications or presentations with responsible Proposers who submit proposals in response to this SFP.
Enrollment	The approval of an individual, group or facility to provide medically needed services as a Medicaid Provider and assignment of a provider number.
Explanation of Benefits (EOB)	An explanation of benefits (commonly referred to as an EOB) is a statement sent by a health insurance company to covered individuals explaining what medical treatments and/or services were paid or denied.
Fee-for-Service (FFS)	A delivery system in which health care providers are paid for each service provided (such as an office visit, test, or procedure).
Fiscal Intermediary (FI) or Fiscal Agent	The private fiscal agent with which LDH contracts to operate the Medicaid Management Information System. The FI 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.
Group of practitioners	Two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).

<b>Term</b>	<b>Definition</b>
Health Insurance Portability and Accountability Act (HIPAA) Rules	Refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 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. <a href="http://www.hhs.gov/ocr/privacy/">http://www.hhs.gov/ocr/privacy/</a>
High Risk designated Providers	Providers that in addition to having met the minimum and on-site screening requirements, must also undergo criminal background checks and submission to fingerprinting.
Indirect ownership interest	An ownership interest in an entity that has an ownership interest, either direct or indirect, in the disclosing entity.
Managed Care Entity (MCE)	Provides for the delivery of Medicaid health benefits and additional services in the United States through an arrangement with the State Medicaid Agency, most of which accept a set per member per month payment – "capitation" – for these services. There are four types of MCEs: MCOs, PIHPs, PAHPs, and PCCMs.
Managing employee	A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts, the day-to-day operation of an institution organization, or agency.
Master Provider File	A file of each person, organization, or institution certified to provide health or medical care services authorized under Medicaid.
May	The term denotes an advisory or permissible action per LA R.S. 39:1556(33).
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 federal governments and the proportions are based on the state's per capita income relative to the rest of the nation.
Medicaid Management Information System (MMIS)	The MMIS claims processing and information retrieval system which includes all Providers enrolled in the Medicaid Program.
Milestones	A checkpoint identified in the Work Plan.
Moderate Risk designated Providers	Providers that in addition to undergoing the minimum screening requirements, must also be subject to on-site visits.
Monitor	To watch, track, check on data or information, and to report on the data or information as determined by LDH, which includes recommendations for resolutions of issues and suggestions for efficiencies.
Must	The term denotes mandatory requirements.

<b>Term</b>	<b>Definition</b>
National Provider Identifier (NPI)	The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) mandated the adoption of standard unique identifiers for health care providers and health plans. The purpose of these provisions is to improve the efficiency and effectiveness of the electronic transmission of health information. The Centers for Medicare and Medicaid Services (CMS) has developed the National Plan and Provider Enumeration System (NPPES) to assign these unique identifiers.
Original	Denotes must be signed in blue ink.
Other disclosing Entity	Any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or XX of the Social Security Act.
Ownership Interest	The possession of equity in the capital, the stock, or the profits of the disclosing entity. 42 CFR 455.101.
Payment Error Rate Measurement (PERM)	A review performed by CMS for states every three years. This review identifies improper payments in Medicaid and CHIP, including those caused by provider enrollment errors.
Person with an ownership or control interest	A person or corporation that: (a.) has an ownership interest totaling 5 percent or more in a disclosing entity; (b.) has an indirect ownership interest equal to 5 percent or more in a disclosing entity; (c.) has a combination or direct and indirect ownership interests equal to 5 percent or more in a disclosing entity; (d.) owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity; (e.) Is an officer or director of a disclosing entity that is organized as a corporation; or (f.) is a partner is a disclosing entity that is organized as a partnership. 42 CFR 455.101
Prepaid Ambulatory Health Plan (PAHP)	Refer to 42 CFR 438.2 Means an entity that: (1) Provides medical services to enrollees under contract with the State, and on the basis of capitation payments, or other payment arrangements that do not use State plan payment rates. (2) Does not provide or arrange for, and is not otherwise responsible for the provision of any inpatient hospital or institutional services for its enrollees; and (3) Does not have a comprehensive risk contract.
Prepaid Inpatient Health Plan (PIHP)	Refer to 42 CFR 438.2 Means an entity that: (1) Provides medical services to enrollees under contract with the State, and on the basis of capitation payments, or other payment arrangements that do not use State plan payment rates. (2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its enrollees; and (3) Does not have a comprehensive risk contract.
Primary Care Case Management (PCCM)	Refer to 42 CFR 438.2 Means a system under which a PCCM contracts with the State to furnish case management services (which include the location, coordination and monitoring of primary health care services) to Medicaid beneficiaries.
Proposer	A firm, venture or individual who responds to this SFP. The successful Proposer responsive to this SFP, and may also be described as the Contractor or Vendor in this SFP.

Term	Definition
Protected Health Information (PHI)	Individually identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Rules, 45 CFR Parts 160 and 164.
Provider	Either (1) for the fee-for-service program, any individual or entity furnishing Medicaid services under an agreement with the Medicaid agency; or (2) for the MCE Program, any individual or entity that is engaged in the delivery of health care services and is legally authorized to do so by the state in which it delivers services.
Provider Network	As utilized in this SFP, Provider Network may be defined as a group of participating Providers linked through sub contractual arrangements to an MCE to supply a range of primary and acute health care services.
Provider Specialty/Sub-Specialty	Specialty codes are self-designated and describe the type of medicine physicians, non-physician practitioners or other healthcare providers/suppliers practice.
Provider Type	An internal code which designates the classification of a Provider per the State Plan (i.e., dentist, physician).
Redacted Proposal	The removal of confidential or proprietary information from a copy of the proposal for the purpose of facilitating responses to public records requests.
Requirements Traceability Matrix (RTM)	This is a grid that links requirements from their origin to the components and/or deliverables that satisfy them. It is necessary to support proper impact analysis, change management and testing. The format and content of the Requirements Traceability Matrix (RTM) should be consistent with the guidance provided in the Project Management Body of Knowledge (PMBOK), 5th edition, produced by the Project Management Institute.
Shall	The term denotes mandatory requirements per LA. R.S. 39:1556(52).
Should	The term denotes a desirable or preferred action.
Software as a Service Solution	Software as a Service (SaaS) Solution is a software distribution model in which applications are hosted by a Contractor or service provider and made available to customers over a network, typically the Internet.
State	Used to refer to the State of Louisiana, including, but not limited to LDH.
State Plan	Refers to the Louisiana Medicaid State Plan.
Subcontractor	42 CFR 455.101 (a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or (b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.
Successful Proposer	The entity that the contract is awarded to for purposes of this SFP, and is used interchangeably with the term Contractor.
Sufficient	The Department's expectation that the submitted proposal includes staff to perform all duties of the contract and to meet all performance measures.
Supplemental Nutrition Assistance Program (SNAP)	A program that provides monthly benefits that help eligible low-income households buy the food they need for good health.

Term	Definition
Supplier	An individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm). 42 CFR 455.101
Taxonomy	<p>The Healthcare Provider Taxonomy Code Set is a hierarchical code set that consists of codes, descriptions, and definitions. Healthcare Provider Taxonomy Codes are designed to categorize the type, classification, and/or specialization of health care providers. The Code Set consists of two sections: Individuals and Groups of Individuals, and Non-Individuals. The Code Set is updated twice a year, effective April 1 and October 1. The “Crosswalk – Medicare Provider/Supplier to Healthcare Provider Taxonomy” was updated because of changes made to the Healthcare Provider Taxonomy Code Set that was implemented October 1, 2008. That Code Set is available from the Washington Publishing Company. The Code Set is maintained by the National Uniform Claim Committee. The Code Set is a Health Insurance Portability and Accountability (HIPAA) standard code set. As such, it is the only code set that may be used in HIPAA standard transactions to report the type/classification/specialization of a health care provider when such reporting is required.</p> <p>When applying for a National Provider Identifier (NPI) from the National Plan and Provider Enumeration System (NPPES), a health care provider must select the Healthcare Provider Taxonomy Code or code description that the health care provider determines most closely describes the health care provider's type/classification/specialization, and report that code or code description in the NPI application. In some situations, a health care provider might need to report more than one Healthcare Provider Taxonomy Code or code description in order to adequately describe the type/classification/specialization. Therefore, a health care provider may select more than one Healthcare Provider Taxonomy Code or code description when applying for an NPI, but must indicate one of them as the primary. The NPPES does not verify with the health care providers or with trusted sources that the Healthcare Provider Taxonomy Code or code description selections made by health care providers when applying for NPIs are accurate (e.g., the NPPES does not verify that an individual who reports a Physician Code is, in fact, a physician, or a physician with the reported specialization). The NPPES does, however, validate that the Code and code description selections exist within the current version of the Healthcare Provider Taxonomy Code Set.</p> <p>The Healthcare Provider Taxonomy Codes and code descriptions that health care providers select when applying for NPIs may or may not be the same as the categorizations used by Medicare and other health plans in their enrollment and credentialing activities. The Healthcare Provider Taxonomy Code or code description information collected by NPPES is used to help uniquely identify health care providers in order to assign them NPIs, not to ensure that they are credentialed or qualified to render health care.</p>

Term	Definition
Temporary Assistance for Needy Families (TANF)	A program that provides assistance to needy families with (or expecting) children and provides parents with job preparation, work and support services to enable them to leave the program by becoming self-sufficient.
Termination	<p>42 CFR 455.101</p> <p>(1) For a -</p> <p>(i) Medicaid or CHIP provider, a State Medicaid program or CHIP has taken an action to revoke the provider's billing privileges, and the provider has exhausted all applicable appeal rights or the timeline for appeal has expired; and</p> <p>(ii) Medicare provider, supplier or eligible professional, the Medicare program has revoked the provider or supplier's billing privileges, and the provider has exhausted all applicable appeal rights or the timeline for appeal has expired.</p> <p>(2)</p> <p>(i) In all three programs, there is no expectation on the part of the provider or supplier or the State or Medicare program that the revocation is temporary.</p> <p>(ii) The provider, supplier, or eligible professional will be required to re-enroll with the applicable program if they wish billing privileges to be reinstated.</p> <p>(3) The requirement for termination applies in cases where providers, suppliers, or eligible professionals were terminated or had their billing privileges revoked for cause which may include, but is not limited to -</p> <p>(i) Fraud;</p> <p>(ii) Integrity; or</p> <p>(iii) Quality.</p>
Validation	Verifying the end result, i.e., ensuring the right product is built requiring the inspection of final products for compliance and functionality.
Wholly owned supplier	A supplier whose total ownership interest is held by a provider or by a person, persons, or other entity with an ownership or control interest in a provider. 42 CFR 455.101
Wildcard	In software, a wildcard character is a single character used to represent a number of characters. It is often used in file searches so the full name need not be typed.
Will	The term denotes mandatory requirements.

### 1.2.1 Acronyms

Acronym	Definition
ACA	Affordable Care Act
ADA	Americans with Disabilities Act
API	Application Programming Interface
APM	Application Performance Monitoring
BAFO	Best and Final Offer
BC	Business Continuity
BCP	Business Continuity Plan
BHSF	Bureau of Health Services Financing
BPM	Business Process Management
BRE	Business Rules Engine
BRM	Business Relationship Management
CAP	Corrective Action Plan
CARF	Commission on Accreditation of Rehabilitation Facilities
CAQH	Council for Affordable Quality Healthcare
CC	Consumer Communications
CCB	Change Control Board
CFR	Code of Federal Regulations
CHIP	Children's Health Insurance Program
CHOW	Change of Ownership
CICS	Customer Information Control System
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare and Medicaid Services
COA	Council on Accreditation
COTS	Commercial off the Shelf
CPST	Community Psychiatric Support and Treatment
CSoC	Coordinated System of Care
CT	Central Time
CVO	Credentials Verification Organization
DAL	Division of Administrative Law
DBPM	Dental Benefit Program Manager
DEA	Drug Enforcement Administration
DED	Deliverable Expectation Document
DHHS	U.S. Department of Health and Human Services
DNA	Deoxyribonucleic Acid
DOA	Division of Administration
DoO	Disclosure of Ownership
DR	Disaster Recovery
DSD	Detailed System Design
DVSE	Disabled Veteran-Owned Small Entrepreneurship
DWH	Data Warehousing
EA	Enterprise Architecture
eBC/DR	Enterprise Business Continuity and Disaster Recovery
EDMS	Electronic Document Management Storage

Acronym	Definition
EEOC	Equal Employment Opportunity Commission
EFT	Electronic Funds Transfer
EIN	Employer Identification Number
EOB	Explanation of Benefits
EPA	Environmental Protection Agency
ESB	Electronic Service Bus
FFS	Fee For Service
FI	Fiscal Intermediary
FIPS	Federal Information Processing Standards
FTP	File Transfer Protocol
GIS	Geographic Information System
GPS	Global Positioning System
GSA	General Services Administration
HCBS	Home and Community Based Services
HCFA	Health Care Financing Administration
HDD	Hard Disc Drive
HHS	Health and Human Services
HIPAA	Health Information Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
HSS	Health Standards Section
HTTP	Hypertext Transfer Protocol
IA	Information Architecture
IAM	Identity Access Management
IBM	International Business Machines Corporation
ID	Identification Number
IEEE	Institute of Electrical and Electronic Engineers
ISO	International Organization for Standardization
IT	Information Technology
ITIL	Information Technology Information Library
IV&V	Independent Verification and Validation
JAD	Joint Application Design
JAR	Joint Application Requirements
JLCB	Joint Legislative Committee on the Budget
LA	Louisiana
LAC	Louisiana Administrative Code
LaCHIP	Louisiana Children's Health Insurance Program
LaGov	Louisiana Government
LaPAC	Louisiana Procurement and Contract Network
LaVet	The State of Louisiana Veteran Initiative Program
LDH	Louisiana Department of Health; also referred to as "the Department"
LEIE	List of Excluded Individuals/Entities
M&O	Maintenance & Operations
MCE	Managed Care Entity
MCO	Managed Care Organization
MDM	Master Data Management

Acronym	Definition
MDW	MARS Data Warehouse
MECL	Medicaid Enterprise Certification Lifecycle
MECT	Medicaid Enterprise Checklist Toolkit
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MPF	Master Provider File
MVA	Medical Vendor Administration
NCQA	National Committee for Quality Assurance
NFPP	National Fraud Prevention Program
NIEM	National Information Exchange Model
NIST	National Institute of Standards and Technology
NPI	National Provider Identifier
NPPES	National Plan and Provider Enumeration System
OAAS	Office of Aging and Adult Services
OBH	Office of Behavioral Health
OCDD	Office for Citizens with Developmental Disabilities
OIG	Office of Inspector General
OMB	Office of Management and Budget
OMF	Office of Management and Finance
OPH	Office of Public Health
OS	Office of the Secretary
OSP	Office of State Procurement
OTS	Office of Technology Services
PAHP	Prepaid Ambulatory Health Plan
PCCM	Primary Care Case Management
PE	Provider Enrollment
PERM	Payment Error Rate Measurement
PHI	Protected Health Information
PI	Program Integrity
PIHP	Prepaid Inpatient Health Plan
PM	Project Management
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Professional
PPI	Public Private Indicator
PS	Provider Specialty
PSR	Psychosocial Rehabilitation
PT	Provider Type
QA	Quality Assurance
RAC	Recovery Audit Contractor
REST	Representational State Transfer
RPO	Recovery Point Objective
R.S.	Revised Statutes
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective

Acronym	Definition
SaaS	Software as a Service
SAM	System for Award Management
SDDC	Software Defined Data Center
SDLC	System Development Life Cycle
SE	Small Entrepreneurship
SFP	Solicitation for Proposals
SFTP	Secure File Transfer Protocol
SIEM	Security Information and Event Management
SLA	Service Level Agreement
SMA	State Medicaid Agency
SmallE	Small Entrepreneurship
SME	Subject Matter Experts
SMS	Short Message Service
SNAP	Supplemental Nutrition Assistance Program
SOA	Service Oriented Architecture
SOAP	Simple Object Access Protocol
SOC	Service Organization Control
SOW	Scope of Work
SS-A	State Self-Assessment
SSAE	Statement on Standards for Attestation Engagements
SSN	Social Security Number
SSO	Single Sign-on
SSP	System Security Plan
ST/SIT	System and System Integration Testing
SURS	Surveillance and Utilization Review System
TANF	Temporary Assistance for Needy Families
TIN	Tax Identification Number
TJC	The Joint Commission
T-MSIS	Transformed Medicaid Statistical Information System
TOGAF	The Open Group Architecture Framework
UAT	User Acceptance Testing
UI	User Interface
U.S.	United States
USB	Universal Serial Bus
VSE	Veteran-Owned Small Entrepreneurship
XML	Extensible Markup Language

### 1.3 *Schedule of Events*

<b>Schedule of Events</b>	
SFP posted to LaPAC and Blackout Period begins	November 1, 2017
Non-Mandatory Pre-Proposal Conference to be held at: Iberville Building, Room 127, 627 North 4 <sup>th</sup> Street, Baton Rouge, LA 70802	November 14, 2017 @ 2:00 P.M. (CT)
Deadline for Receipt of Written Inquiries	November 17, 2017
Deadline to answer Written Inquiries	November 28, 2017
Proposal Opening Date (Proposal Submission Deadline)	December 12, 2017 @ 10:00 A.M. (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>	To be scheduled
Notice of Intent to Award to be issued	To be scheduled
Contract Negotiations Begin	To be scheduled
Contract Begins	To be scheduled

**NOTE:** The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to this SFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

### 1.4 *Invitation to Propose*

LDH invites qualified Proposers to submit proposals to provide a Software as a Service (SaaS) Solution and staff to support the Business Processes, in accordance with the specifications and conditions set forth herein. The software shall be for Provider Management.

The Proposer must describe their corporate background as it relates to projects similar in scope and complexity to the project described in this SFP, and explain whether it performed the work as a Prime Contractor or subcontractor. If the Proposer performed the work as a subcontractor, the proposer must describe the scope of subcontracted activities. Proposers shall also provide State references for itself and each of its primary subcontractors including applicable capabilities and qualifications.

A primary subcontractor for this purpose is defined as one whose total contract value is equal to or greater than 15% of the total contract cost.

For each area of concentration, the references that the proposer provides must meet or exceed the minimum qualification requirements areas listed below:

- 1 The Proposer must submit, at a minimum, one (1) reference that verifies that the Proposer and/or its subcontractor(s) has successfully performed transition, operations, and turnover of a complete, integrated healthcare and/or human services system or solution.
- 2 The Proposer must submit three (3) references that verify that the Proposer and/or its subcontractor(s) has successfully operated and maintained a complete system or solution of similar complexity and with similar scope of work (SOW) as is included in this SFP.
- 3 The Proposer and/or its subcontractor(s) must be a Credentials Verification Organization (CVO) and shall be National Committee for Quality Assurance (NCQA) certified before the Intent to Award letter is issued.

### ***1.5 Proposal Submittal***

This SFP is available in electronic form at the LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the SFP Contracting Officer with the Office of State Procurement. Contact information for the SFP Contracting Officer is provided in Part I Section 1.8.2 of this SFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this SFP.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

**Proposal Name: Provider Management Software as a Service (SaaS) Solution**  
**File Number: Y 3000009069 FSP, Solicitation Number: 3000009069**  
**Proposal Opening Date and Time: December 12, 2017 @ 10:00 A.M. (CT)**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.**

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in *Part I Section 1.3* Schedule of Events.

Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

The Proposer is solely responsible for ensuring that its courier service makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

The Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal. The Proposer bears the burden of proving timely delivery of its proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

## ***1.6 Proposal Response Format***

An item-by-item response to this Solicitation for Proposals is requested.

Proposals should not exceed two hundred (200) pages in length, inclusive of all attachments and appendices. Emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of this SFP.

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of the Proposer's ability to perform the services described in this SFP and confirm that the Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should:

- Identify the submitting Proposer and provide their federal tax identification number;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
  - C. **Introduction/Administrative Data:** See *Part II Section 2.6.2.1* for detailed requirements.
  - D. **Work Plan:** See *Part II Section 2.6.2.2* for detailed requirements.
  - E. **Relevant Corporate Experience:** See *Part I Section 1.4* for detailed requirements.
  - F. **Personnel Qualifications:** See *Part II Section 2.6.2.4* for detailed requirements.
  - G. **Additional Information:** See *Part II Section 2.6.2.5* for detailed requirements.
  - H. **Corporate Financial Condition:** See *Part II Section 2.6.2.6* for detailed requirements.

- I. **Cost Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with *Attachment D* Cost Worksheet. Costs proposed shall be firm for the duration of the contract. This cost proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.
- J. **Certification Statement:** See *Attachment E* for detailed requirements.
- K. **Mandatory Requirements Checklist:** See *Attachment H* for detailed requirements.

### 1.6.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.7) and three (3) "searchable" electronic copies on a USB flash drive, and one (1) "searchable" electronic copy of the redacted proposal, if applicable, on a USB flash drive.

### 1.6.2 Legibility/Clarity

Responses to the requirements of this SFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of this SFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## 1.7 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44:1 *et seq.*) shall 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.

The Proposer shall 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 the proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_\_ of the proposal 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."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains information that it considers confidential, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer must clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to Office of State Procurement (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.

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.

## ***1.8 Proposal Clarifications Prior to Submittal***

### **1.8.1 Non-Mandatory Pre-Proposal Conference**

A Non-Mandatory Pre-Proposal Conference will be held at the Iberville Building, Room 127, 627 North 4<sup>th</sup> Street, Baton Rouge, LA 70802 on Tuesday, November 14, 2017 at 2:00 P.M. (CT). Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the SFP and to receive answers to relevant questions.

Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the State will be stated in writing and signed by an authorized agent of the State. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be

researched and the official response will be posted at the Office of State Procurement LaPAC website.

## 1.8.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* potential Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested potential Proposers to perform a detailed review of the SFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the potential Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in *Part I Section 1.3* Schedule of Events of this SFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries should be submitted in a Microsoft Excel table in the format specified below:

Submitter Name	Document Reference (e.g., SFP, Online Procurement Library Document)	Section Number	Section Heading	Page Number in Referenced Document	Question
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Inquiries concerning this solicitation shall be delivered to the State's SFP Contracting Officer for this solicitation, Felicia M. Sonnier, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement  
Attention: Felicia M. Sonnier  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [felicia.sonnier@la.gov](mailto:felicia.sonnier@la.gov)

Phone: (225) 342-8029/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to a potential Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to this solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a proposal.

Any person aggrieved in connection with this solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal.

Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

## **1.9    *Blackout Period***

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 SFP Contracting Officer, as per *Part I Section 1.8.2* of this SFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the SFP Contracting Officer. 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 Proposer 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. Further, failure to comply with these requirements may result in the Proposal's disqualification.

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;
- 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 this SFP.

### ***1.10 Errors and Omissions in Proposal***

The State will not be liable for any errors or omissions in the proposal. Proposers will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### ***1.11 Changes, Addenda, Withdrawals***

The State reserves the right to change the Schedule of Events or issue Addenda to this SFP at any time. The State also reserves the right to cancel or reissue this SFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### ***1.12 Withdrawal of Proposal***

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement SFP Contracting Officer.

### ***1.13 Material in the SFP***

Proposals shall be based only on the material contained in this SFP. The SFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to this SFP.

### ***1.14 Waiver of Administrative Informalities***

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

### ***1.15 Proposal Rejection***

Issuance of this SFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted, or to cancel this SFP if it is in the best interest of the State to do so. The determination of what is in the best interest of the State is at the sole discretion of the State. Further, the State reserves the right to 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.

In accordance with the provisions of La. 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 (5%) 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 laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

### ***1.16 Ownership of Proposal***

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### ***1.17 Proposal and Contract Preparation Costs***

Each Proposer assumes sole responsibility for any and all costs and incidental expenses associated with developing, preparing, and reproducing its proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this SFP. 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 OSP.

The costs and expenses described in the preceding paragraph:

1. Are entirely the responsibility of the Proposer, even if an award is made but subsequently terminated by the State;
2. Shall not be reimbursed in any manner by the State; and
3. Shall not be included, either in whole or in part, by the Proposer in its proposed contract cost.

### ***1.18 Non-negotiable Contract Terms***

Non-negotiable contract terms include, but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, termination based on contingency of appropriation of funds, Code of Ethics compliance, security compliance, warranty to comply with state and federal regulations, warranty of removal of conflict of interest, and corporation requirements.

### ***1.19 Taxes***

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

## ***1.20 Proposal Validity***

All proposals shall be considered valid for acceptance until such time as an award is made.

## ***1.21 Prime Contractor Responsibilities***

The selected Proposer shall become the single prime Contractor which shall be responsible for all deliverables specified in this SFP and its proposal, whether or not it produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. These general requirements notwithstanding, the prime Contractor may enter into subcontractor arrangements; however, proposers shall acknowledge in their proposals total responsibility for the entire contract. The prime Contractor shall be the single point of contact for all subcontract work and shall be required to assume responsibility for its work and all work performed by its subcontractors. The prime Contractor shall be solely responsible for all contract matters, including payment of any fines, penalties, charges, or liquidated damages incurred in the course of the contract work, regardless of whether they were caused by the acts or omissions of a subcontractor or vendor.

## ***1.22 Use of Subcontractors***

For subcontractor(s), before commencing work, the prime Contractor will provide letters of agreement, contracts, or other forms of commitment which demonstrate that all requirements pertaining to the prime 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.

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 Contractor, must be performed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico, Guam, U.S. Virgin Islands, the Northern Marianas, and American Samoa.

## ***1.23 Written Discussions/Presentations***

Written discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

### ***1.23.1 On-Site Presentation/Demonstration***

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 this SFP. Commitments made by the Proposer at the

oral presentation, if any, will be considered binding. Presentations can only cover the solution and functionality that has been proposed. Proposers shall not introduce new features, services, or functionality that were not part of the initial proposal.

Proposers selected for on-site presentations/demonstrations should:

- a. Provide a strategic overview of services to be provided;
- b. Summarize major strengths;
- c. Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes; and,
- d. If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.

## ***1.24 Acceptance of Proposal Content***

Proposals will be reviewed to determine compliance with mandatory requirements as specified in this SFP. Proposals that are not in compliance will be excluded from further consideration. The mandatory SFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

## ***1.25 Evaluation and Selection***

All responses received as a result of this SFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to this SFP, will be the most advantageous to the State of Louisiana, cost and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

### **1.25.1 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 to 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.**

## ***1.26 Contract Negotiations***

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in this SFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

## ***1.27 Contract Award and Execution***

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

This SFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are **not** permitted to submit their own standard terms and conditions with their proposals. Proposers should address the specific language in the Sample Contract in Attachment C of this SFP and submit any exceptions or deviations the Proposer wishes the Department to consider. The proposed terms will be considered and discussed before a final contract is entered. The State's mandatory terms and conditions including but not limited to those contained in Section 1.18 of this SFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract discussion period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **fifteen (15) business** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to this SFP, will be the most advantageous to the State of Louisiana, cost and other factors considered.

The State intends to award to a single Proposer.

## ***1.28 Notice of Intent to Award***

Upon review and approval of the evaluation committee's and State's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful finalization of the contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in

accordance with La. R.S. 44:1 et. Seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

### ***1.29 Debriefings***

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8029 or E-mail to [felicia.sonnier@la.gov](mailto:felicia.sonnier@la.gov).

### ***1.30 Insurance Requirements***

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this SFP (see Attachment B). 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 State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in Attachment B for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

### ***1.31 Subcontractor Insurance***

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### ***1.32 Performance Bond***

The successful Proposer shall be required to provide a performance (surety) bond in the amount of five million dollars (\$5,000,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets

exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

### ***1.33 Indemnification and Limitation of Liability***

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.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State 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 in the performance of the contract, 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.

Contractor will indemnify, defend and hold the State 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, Materials, or Services 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 the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State 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) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State'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 State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction 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. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6)

months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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 for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein 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 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.

## ***1.34 Payment***

### **1.34.1 Payment for Services**

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. 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. 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. Contractor shall submit a final invoice to the Department within fifteen (15) business days after termination of the contract.

Payment of invoices is subject to State approval. The State will make every reasonable effort to make payments within thirty (30) business days of the approval of invoices under a valid contract.

Contractor will not be paid more than the maximum amount of the contract. Continuation of payment is dependent upon available funding.

### **1.34.2 Retainage**

The State shall secure a retainage of ten percent (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.

## ***1.35 Termination***

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means by obtaining any contract with the State of Louisiana; (c) conflict of contract

provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **1.35.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such 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.

The 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 State's failure and a reasonable opportunity for the State to cure the defect.

### **1.35.2 Termination of the Contract for Convenience**

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

### **1.35.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds 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 are not appropriated.

## ***1.36 Assignment***

The Contractor shall not assign any interest in the contract by assignment, transfer, novation, pledge, joint venture, or hypothecation of right or responsibility to any person, firm or corporation, without prior written approval from the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### ***1.37 Audit of Records***

The State Legislative Auditor, federal auditors, which includes anyone from CMS, and internal auditors of the Department of Health, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of six (6) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### ***1.38 Civil Rights Compliance***

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### ***1.39 Record Retention***

The Contractor shall retain all books, records and other documents relevant to the contract and funds expended thereunder for at least six (6) years after final payment or as prescribed in 45 CFR 74.53(b)<sup>4</sup>, whichever is longer. The Contractor shall make available to LDH such records within thirty (30) calendar days of LDH's written request and shall deliver such records to LDH's central office in Baton Rouge, Louisiana, all without expense to the Department. The Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, without expense to LDH.

### ***1.40 Record Ownership***

All records, reports, documents, software, or other materials related to any contract resulting from this SFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be

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<sup>4</sup> Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. The only exceptions are the following:

(1) If any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(2) Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition.

(3) When records are transferred to or maintained by the HHS awarding agency, the 3-year retention requirement is not applicable to the recipient.

(4) Indirect cost rate proposals, cost allocations plans, etc., as specified in § 74.53(g).

returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

### ***1.41 Content of Contract/ 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 the provisions of the contract and its attachments and exhibits (excluding this SFP, its attachments, amendments, and addenda, and the Contractor's proposal); second priority to the provisions of this SFP (including its attachments, amendments, and addenda); and third priority to the provisions of the Contractor's proposal.

### ***1.42 Contract Changes***

No additional changes, enhancements, modifications, amendments or variations of the terms of this contract shall be valid unless made in writing, signed by the parties, and approved in writing by OSP. This includes changes to contract provisions regarding compensation, beginning or ending date of the contract, scope of work, and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### ***1.43 Substitution of Personnel***

The State intends to include in any contract resulting from this SFP the following condition:

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any key personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable. The Contractor will hold the State harmless for any actions taken by personnel who were removed due to unacceptable performance.

### ***1.44 Governing Law***

All activities associated with this SFP process and the resulting contract shall be governed by and interpreted in accordance with Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable except for its conflict of law provisions; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this SFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### ***1.45 Claims or Controversies***

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, particularly La. R.S. 39:1671-1673.

### ***1.46 Proposer's Certification of No Federal Suspension or Debarment***

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly 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>.

#### **1.46.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

#### **1.46.2 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### ***1.47 Anti-Kickback Clause***

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### ***1.48 Clean Air Act***

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

### ***1.49 Energy Policy and Conservation Act***

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### ***1.50 Clean Water Act***

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

### ***1.51 Anti-Lobbying and Debarment Act***

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### ***1.52 Warranties***

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

**No Surreptitious Code Warranty.** Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

### ***1.53 Code of Ethics***

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contractor in the performance of services called for in the 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.

Proposers are responsible for determining that there will be no conflict or violation of the Governmental Ethics Code 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 this SFP should be immediately reported to the Department by Proposer.

### ***1.54 Commissioner's Statements***

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this SFP, 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.

### ***1.55 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 owned documents.

### ***1.56 Security***

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

### ***1.57 Key Internal Control Outsourcing***

It is not the intent of this provision to needlessly increase the operational expense of any (current or potential) third party, but rather to ensure the controls and mechanisms required for data protection are implemented, managed, and monitored in order to prevent the loss or exposure of the State's Confidential or Restricted Data. Due to the sensitive and legally protected nature of certain data LDH anticipates exchanging with the Contractor, specific information security requirements and procedures will at all times and in all cases be strictly enforced. Responsive proposers must possess, or be in active pursuit of, SSAE 18 SOC-2 Type II (Type 2) Annual Audit Attestation and must furnish evidence of such attestation, or application for such attestation, no more than three (3) business days after the Intent to Award has been issued or of contract renewal. Additionally, such documentation must be made available for review by the State upon written request at any time throughout the contract performance period. Failure to provide this documentation, or failure to renew the validity of this documentation, shall constitute a review of Information Security controls by the State Information Security Team, which may or may not result in a documented remediation plan to address any identified control gaps. The Contractor shall agree to implement recommendations as suggested by the audits or the State Information Security Team within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 audit is to be borne by the Contractor and it shall be included in the cost being proposed in response to this SFP.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, and/or fully cooperate with other organizations, such as third party

Quality Assurance (QA), Independent Verification and Validation (IV&V), or other internal project/program reviews or audits.

All data received, transmitted, or produced in connection with, as a result of, or pursuant to the contract shall be the exclusive property of LDH and shall be returned to LDH, or securely destroyed by the contractor, at the satisfactory conclusion of the task order. All such data shall be maintained in strict confidentiality and shall not be disclosed, shared, or used except to satisfy one or more of the terms of the contract. Parties releasing any protected data shall be subject to severe state and federal civil and criminal penalties.

The Contractor shall agree to protect and maintain the security of State-provided data using commercially reasonable measures and protection methods, to protect from unauthorized access or disclosure of all such data. The Contractor shall agree that all electronic data provided by the State or resulting from the contract, or from a task order issued under the contract, shall be stored, transmitted, and processed in such a way that prevents their physical reconstruction by any party. The contractor shall perform all data sanitization in compliance with the most recently approved NIST Special Publication 88. Additionally, the contractor shall provide the State upon request and in a reasonable timeframe with detailed sanitization logs, which shall include HDD serial numbers, the sanitization method utilized, and an indication of the success or failure of the sanitization process. The contractor shall log and notify LDH of any data sanitization resulting from print errors or process function.

The State, through its duly authorized agent(s), shall have the right, with proper written notice, to enter the contractor's facilities at any time during which work is performed under the contract, for the purposes of inspecting and assessing work in progress respective to information security, conducting a comprehensive information security audit, and/or for making recommendations and issuing directives to the contractor to assess, address, limit, or eliminate potential information security risks. If at any time during the contract performance period the State, or its duly authorized agent(s), determines that work performed or in progress, or the manner or process whereby work is performed, does not satisfy the contract requirements regarding information security, the State, through its Information Security Team, shall have authority to suspend all or part of the contract until such time as the Contractor, through good faith effort, has mitigated or eliminated the identified information security risk.

### ***1.58 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.

### ***1.59 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.

### ***1.60 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.

### ***1.61 Online Procurement Library/Resources Available to Proposers***

Electronic copies of material relevant to this SFP will be posted at the following web addresses:  
Louisiana Procurement and Contract network:

<https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Department of Health:

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

## **PART II - SCOPE OF WORK/SERVICES**

### ***2.1 Scope of Work/Services***

Scope of Work shall be in accordance with *Attachment A* of this SFP.

### ***2.2 Period of Agreement***

The term of any contract resulting from this solicitation shall be one hundred twenty (120) months, which shall be divided into an initial period of sixty (60) months and immediately followed by five (5) successive twelve (12) month periods. At the end of the initial sixty (60) month period, the Department shall have the option to separately renew the contract for each of five (5), twelve (12) month periods at the same rates, terms, and conditions as the initial sixty (60) month period. The option to renew shall be based on the Contractor's satisfactory performance (as determined by the Department) during the initial sixty (60) month period and the convenience of the Department. At the option of the Department, the Contractor shall be required to accept one (1) year renewals of the contract for no more than five (5) successive years after the end of the sixty (60) month period. The Department's decision regarding its option to renew the Contract shall be made in accordance with the provisions of La. R.S. 39:198(l). The continuation of the contract is contingent upon the appropriation of funds by the legislature sufficient to fulfill the requirements of the contract.

### ***2.3 Cost Worksheet***

Costs proposed by the Proposers shall be submitted on the cost worksheet furnished in Attachment D. Costs submitted shall be firm for the term of the contract.

### ***2.4 Deliverables***

The deliverables listed in *Attachment A - Scope of Work* are the minimum required from the successful Proposer. Deliverables shall not be deemed complete until accepted and approved by LDH. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### ***2.5 Location***

All work/deliveries/services under the contract must be performed, completed and managed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico, Guam, U.S Virgin Islands, the Northern Marianas, and American Samoa. Offshore locations are prohibited from being used as locations to perform the services specified in the Scope of Work found in *Attachment A*.

### ***2.6 Proposal Elements***

#### ***2.6.1 Cost***

Proposers shall specify costs for performance of tasks and shall submit the breakdown for each year of the contract to demonstrate how costs were determined. 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. Proposers shall complete a cost proposal in the format provided in *Attachment D* to be considered for award.

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

## **2.6.2 Technical**

Each Proposer must address how the firm will meet all the requirements of this SFP, with particular attention to:

### **2.6.2.1 Introduction/Administrative Data**

- a. The introductory section must contain summary information about the Proposer's organization. This section must state the Proposer's knowledge and understanding of the needs and objectives of the State as related to the scope of this SFP. It must further cite its ability to satisfy the requirements of this SFP.
- b. This introductory section must include a description of how the Proposer's organizational components communicate and work together in both an administrative and a functional capacity from the top down. This section must 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 must include an organizational chart displaying the Proposer's overall structure.
- c. This section must 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 (5%) 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 must demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable.
- d. The following information **must** be included in the proposal:
  - i. Certification Statement: The Proposer must sign and submit an original Certification Statement located in *Attachment E*, and
  - ii. Mandatory Requirements Checklist located in *Attachment H*.

### 2.6.2.2 Work Plan

The Proposer must articulate an understanding of, and ability to effectively implement services as outlined within *Attachment A - Scope of Work* of this SFP. In this section, the Proposer must state the approach it intends to use in achieving each objective of the project as outlined, to include a detailed Project Work Plan and schedule for implementation, which outlines its capacity for enrolling both FFS and Managed Care providers in the State of Louisiana, all in accordance with the requirements found at 42 CFR Part 438 and 42 CFR Part 455, Subparts B and E. In particular, the Proposer shall:

- 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 SFP 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. The proposer shall provide information on similar projects/tasks related to this SFP undertaken within the last five (5) years, if applicable, specifically detailing similarities to any projects/tasks that are being required under this SFP;
- 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 SFP requirements of the provision of services, as outlined in Attachment A - Scope of Work of this SFP;
- 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 Modernization. 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 Attachment A - Scope of Work of this SFP;
- 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(s);
- o. Document procedures to protect the confidentiality of records in LDH 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;
  - ix. Describe the process to be used in developing the System Security Plan required in Section 12.1.6
  - x. Provide a schedule for all deliverables providing the State sufficient review time, revision time if needed, and additional subsequent review time; and
  - xi. Provide a reports proposal that demonstrates that requirements, deliverables and standards are being met and their status.

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 this SFP.

The Proposer must clearly describe its approach to project management, and the processes and procedures that will be used to control the tasks in solution development. A description of the tools, utilities, and methodology should be included.

The Proposer must describe, in detail, the actions necessary to produce the deliverables and to obtain the State's approval. In addition, as applicable, the Department prefers that the Proposer include examples, spreadsheets, project plans, and reports to describe the format and content of the deliverables.

### **2.6.2.3 Relevant Corporate Experience**

See *Part I Section 1.4* of this SFP for mandatory minimum qualification requirements.

### **2.6.2.4 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 SFP 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. Proposals shall include key personnel qualifications and estimated resources needed for the project. The information provided shall include but not be limited to Name, Position, Duty, Education, Certification (if applicable), General Experience and Specialized Experience.
- c. Proposers must state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties must be included. The organizational chart must show lines of responsibility and authority.
- d. Job descriptions, including the percentage of time allocated to the project and the number of personnel, must be included and must 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 must indicate whether the position will be filled by a subcontractor.
- e. Résumés of all proposed personnel, including subcontractors, shall be included. Résumés must 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.
- f. 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.

### **2.6.2.5 Additional Information**

As an attachment to its proposal, if available, Proposer should provide copies of any policy and procedure manuals applicable to this SFP, inclusive of organizational standards or ethical standards.

### **2.6.2.6 Corporate Financial Condition**

- a. The organization's financial condition will be evaluated to determine adequate resources for performance of the contract. The financial evaluation will be completed by conducting an analysis of the financial statements and computing accounting ratios.

- b. Proposal shall include for each of the last three (3) years, copies of audited financial statements, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the Proposer's financial resources sufficient to conduct the project.
- c. Accounting ratios to determine the liquidity, leverage, activity, profitability and solvency will be computed based upon the data contained in the financial statement. Ratios that may be computed include cash, current, debt to equity, debt to assets, and solvency.

### **2.6.3 Veteran and Hudson Initiative Programs**

Each Proposer shall address how the firm will meet the following:

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

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

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

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

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

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

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

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:  
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

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

## **PART III - EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Cost Proposal ( <i>Section 3.1</i> )	35
Technical Proposal ( <i>Section 3.2</i> )	55
Veteran and Hudson Initiative ( <i>Section 3.3</i> )	10
Total Possible Points	100

Evaluations of the technical criteria will be conducted by a Proposal Review Committee. Evaluations of the cost proposal will be reviewed by a member of LDH Financial Management and Operations staff.

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. Proposals containing unwarranted assumptions, lack of detail, poor organization, and lack of proofreading, and/or unnecessary use of self-promotional claims will be evaluated accordingly.

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

### ***3.1 Cost Proposal***

Cost proposals shall be submitted on the Cost Worksheet furnished in *Attachment D*. Costs proposed shall be firm.

The information provided in response to this section will be used in the Cost Evaluation to calculate lowest proposed cost.

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

$\text{Points Awarded} = \frac{\text{Lowest Total Cost}}{\text{Total Cost of Proposal Being Evaluated}} \times 35$
--

### ***3.2 Technical Proposal***

The following criteria are of importance and relevance to the evaluation of this SFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The technical evaluation will be conducted according to the following:

Technical Evaluation Criteria	Points
Introduction / Understanding of SFP	5
Work Plan	15
Corporate Experience	5
Qualification of Personnel	10
Financial Statements	10
On-Site Presentation / Demonstration	5
Innovative Concepts	5
<b>TOTAL</b>	<b>55</b>

### ***3.3 Veteran and Hudson Initiative Programs***

Ten percent (10%) of the total evaluation points on this SFP 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 Allotment of Reserved Points**

If the Proposer is a certified small entrepreneurship, the Proposer shall receive the full amount of the reserved points.

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, Proposer shall include in their proposal the names of their certified Veteran Initiative and/or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, the dollar value of each subcontract, and the extent of any scope duplications/overlap among all proposed certified subcontractors, providing the expected net total share of contract value expected to be paid to certified subcontractors.

The value of points to be awarded to a Proposer which is not a certified small entrepreneurship, but which plans to use certified small entrepreneurship(s) as subcontractors, shall be calculated as follows:

- A. Proposer shall estimate the gross total value of projected payments to be made to certified subcontractors over the term of the contract, for the performance of contract work.
- B. The Evaluation Committee shall subtract from the amount identified above (step A) the extent of any scope overlap among proposed subcontractors, to avoid double-counts.
- C. The Evaluation Committee shall identify the expected total contract value over the term of the contract.
- D. The Evaluation Committee shall divide the net value of payments to subcontractors (the result of step B) by the estimated total contract value (Step C) to identify the percentage of the total contract which is intended to be carried out through use of certified subcontractors.
- E. The Evaluation Committee shall multiply this percentage against the total number of reserved points in this RFP, rounding the resulting number of points to the nearest whole number, with zero final decimal places.

$$\frac{(\text{Nominal Subcontractors' Portion of Work} - \text{Overlap})}{(\text{Total Estimated Multi-Year Value of the Contract})} \times (\# \text{ Reserved Points}) = \text{Earned Points (Rounded)}$$

## **PART IV - PERFORMANCE STANDARDS**

### ***4.1 Performance Requirements***

- a. Ensure enrollment and re-enrollment of all providers by November 1, 2018, or as further directed by LDH.
- b. Provide Screening, Enrollment and revalidations within established timeframes and based upon risk levels as defined in this SFP and Federal regulations.
- c. Review ownership and control disclosure information within established timeframes as defined in this SFP and Federal regulations.
- d. Perform credentialing and re-credentialing within established timeframes as defined in this SFP and Federal regulations.
- e. Maintain a Provider Enrollment Call Center which meets requirements as defined in this SFP.
- f. Meet reporting requirements as defined in this SFP.
- g. Comply with all Federal and State laws, regulations, and mandates, including the ACA and any successor or replacement in whole or in part, as they apply to Provider Enrollment.
- h. Any other deliverable or associated performance measures as accepted and agreed upon between the successful proposer and the State (i.e., Innovative Concepts).

### ***4.2 Performance Measurement/Evaluation***

The Contractor's compliance shall be evaluated based on requirements contained in this SFP.

#### **4.2.1 Liquidated Damages**

4.2.1.1 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. Liquidated damages will be assessed retroactive to the date the violation began.

4.2.1.2 For purposes of determining compliance or assessing liquidated damages for this SFP, the following terms and their meaning shall be understood as:

- a. "Incident" means an unscheduled event which leads to loss of, or disruption to operations, services or functions.
- b. "Minute" means any contiguous sixty (60) seconds.
- c. "Hour" or "Hourly" means any contiguous sixty (60) minutes.
- d. "Day" or "Daily" means any contiguous twenty-four (24) hour period.
- e. "Week" or "Weekly" means any contiguous seven (7) day period.

- f. "Month" or "Monthly" means any contiguous thirty (30) day period.
- g. "Annual", "Annually", or "Year" means any contiguous three hundred sixty-five (365) day period.

4.2.1.3 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;
- e. Whether the violation compromises the validity or integrity of LDH data or operations; and
- f. The "good faith" exercised by the Contractor in attempting to stay in compliance.

4.2.1.4 LDH may require a Corrective Action Plan (CAP) to be developed by the Contractor and approved by LDH, in situations where liquidated damages may be imposed, or as a first step prior to the imposition of liquidated damages. LDH shall approve and monitor implementation of such a plan and set appropriate timelines to bring activities of the Contractor into compliance with state and federal regulations. LDH may monitor the effectiveness of the CAP via required reporting on a specified basis and/or through on-site evaluations. Before imposing liquidated damages, LDH shall give the Contractor written notice that explains the basis and nature of the liquidated damages.

4.2.1.5 Any monetary liquidated damages shall be due and will be deducted from the next invoice after the Contractor's receipt of the notice of liquidated damages.

4.2.1.6 If the Contractor's failure to perform satisfactorily exposes LDH to the likelihood of being required to contract with another person or entity to perform services required of the Contractor under the contract, LDH may, after giving written notice to the Contractor, withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. LDH shall account to the Contractor and return any excess to the Contractor. If retainage is not sufficient, the Contractor shall immediately reimburse LDH the difference or LDH may offset from any payment due to Contractor. Contractor will cooperate fully with LDH and provide any assistance it needs to implement the terms of its agreement for services and retainage.

4.2.1.7 LDH has the right to recovery of any amount overpaid as the result of deceptive practice by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties and /or other remedial measures.

4.2.1.8 Liquidated damages may be applied to all known affiliates, subsidiaries and parents of the Contractor, provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and circumstances. The violations, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct

was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

- 4.2.1.9 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
<b>Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this SFP, the contract, or upon direction of the Department.</b>	A one thousand dollar (\$1,000) charge per business day, per report, may be imposed on the Contractor for each day after the report due date until the report is received.
<b>Contractor shall include a Call Center Phone system with the functionality that shall allow Providers to request assistance with PE related inquiries, and training. The call center phone system shall be available twenty-four (24) hours a day, seven (7) days a week, with all calls routed to call center personnel during business hours and routed to a messaging system during non-business hours. Messages shall be returned by the next business day.</b>	A five thousand dollar (\$5,000) charge per calendar day may be imposed on the Contractor for each day or portion of a day that the Call Center phone system is not available to Providers.
<b>Contractor shall ensure correct information and data is entered into all files and data bases that involve providers, including the Master Provider File, Ownership and Provider Locator Search Tool.</b>	A two thousand dollar (\$2,000) charge per incident may be imposed on the Contractor for each incident involving incorrect information.
<b>Contractor shall not misrepresent or falsify information that it furnishes in any report or document.</b>	A ten thousand dollar (\$10,000) charge per incident, per day, may be imposed on the Contractor until a correct report is received.
<b>Contractor shall not discriminate against providers on the basis of their license, certification, race, color, national origin, sex, religion, or disability.</b>	A one hundred thousand dollar (\$100,000) charge per incident may be imposed on the Contractor.
<b>Contractor shall answer at least ninety-five percent (95%) of calls within thirty (30) seconds.</b>  <b>All calls not answered within thirty (30) seconds shall be answered within sixty (60) seconds.</b>	A five thousand dollar (\$5,000) charge per business day may be imposed on the Contractor for each day the Contractor fails to answer a minimum of ninety-five percent (95%) of calls within thirty (30) seconds.  A ten thousand dollar (\$10,000) charge per business day may be imposed on the Contractor for each day the Contractor fails to answer all remaining calls (those not answered within thirty (30) seconds) within sixty (60) seconds.

REQUIREMENT	LIQUIDATED DAMAGES
<b>Contractor shall maintain an appropriately staffed Provider Enrollment Call Center with adequate staff available Monday through Friday, 8:00 am - 5:00 pm CT.</b>	A one thousand dollar (\$1000) charge per hour may be imposed on the Contractor for each incident. If the incident is equal to or greater than fifty percent (50%) of the day's operating hours, a five thousand dollar (\$5,000) charge per day may be imposed on the Contractor.
<b>Contractor shall respond to at least ninety percent (90%) of Providers' inquiries within twenty-four (24) hours.</b>	A five thousand dollar (\$5,000) charge per day may be imposed on the Contractor for each business day the Contractor is out of compliance, and until all remaining inquiries have been responded to.
<b>Contractor shall maintain an average hold time of three (3) minutes or less in the Provider Enrollment Call Center.</b>	A five thousand dollar (\$5,000) charge per business day may be imposed on the Contractor for each business day the Contractor fails to maintain an average hold time of three (3) minutes or less.
<b>Contractor shall have a less than five percent (5%) abandoned rate of calls on the Provider Enrollment Call Center per business day.</b>	A five thousand dollar (\$5,000) charge per business day may be imposed on the Contractor for each business day the Contractor fails to maintain an abandoned rate of calls less than five percent (5%).
<b>Contractor shall maintain a Provider Enrollment Call Center which does not allow more than one percent (1%) of daily incoming calls to receive a busy signal.</b>	A five thousand dollar (\$5,000) charge per day may be imposed on the Contractor for each day that more than one percent (1%) of incoming Provider Enrollment Call Center calls receive a busy signal.
<b>Contractor shall re-enroll all Providers by November 1, 2018.</b>	A ten thousand dollar (\$10,000) charge per day, per provider, may be imposed on the Contractor for each day the Contractor fails to meet the November 1, 2018 re-enrollment requirement.
<b>Contractor shall perform Provider Screening, Enrollment, and revalidation within the defined time parameters based on risk levels as defined in this SFP and the federal regulations.</b>	A three thousand dollar (\$3,000) charge per business day, per deliverable, per provider, may be imposed on the Contractor for each day the Contractor fails to perform the required elements by defined time parameters as set forth in the contract.
<b>Contractor shall review ownership and control disclosure information submitted by MCEs and subcontractors as required by this SFP and federal regulations, on a yearly basis.</b>	A three thousand dollar (\$3,000) charge per business day, per deliverable, per provider, may be imposed on the Contractor for each day the Contractor fails to perform the required elements by defined time parameters as set forth in the contract.
<b>Contractor shall confirm the identity, determine exclusion status of MCE's ownership and management, its subcontractors, and any person with an ownership or control interest, or who is an agent or managing employee, through routine checks of Federal databases, and shall perform necessary reporting functions as required in this SFP.</b>	A three thousand dollar (\$3,000) charge per business day, per deliverable, per provider, may be imposed on the Contractor for each day the Contractor fails to perform the required elements by defined time parameters as set forth in the contract.

REQUIREMENT	LIQUIDATED DAMAGES
<p><b>Users shall be able to access the System twenty-four (24) hours per day, seven (7) days a week, at a daily uptime of 99.9% with the exception of approved planned downtime due to system upgrades or routine maintenance.</b></p> <p><b>An incident shall be any day where the daily uptime requirement is not met.</b></p>	<p>A two thousand dollar (\$2,000) charge per incident, up to the 3rd incident in any month, may be imposed on the Contractor. After the 3rd incident in any month, and up to the 6th incident in any month, a four thousand dollar (\$4,000) charge per incident may be imposed on the Contractor. After the 6th incident in any month, a ten thousand dollar (\$10,000) charge per incident may be imposed on the Contractor.</p>
<p><b>Application Fees – Contractor shall collect the appropriate Application Fees required in 42 CFR §455.460, and follow LDH fiscal policies and procedures as required.</b></p>	<p>A two thousand dollar (\$2,000) charge per day, per provider, per incident, may be imposed on the Contractor.</p>
<p><b>Contingency Plan– Plan shall be received by LDH no later than thirty (30) days from the date the contract is signed, and annually thereafter prior to the beginning of the Atlantic Hurricane season on June 1.</b></p>	<p>For the initial submission, a two thousand dollar (\$2,000) charge per day, up to a ten thousand dollar (\$10,000) charge, may be imposed on the Contractor.</p> <p>For subsequent annual submissions, a ten thousand dollar (\$10,000) charge may be imposed on the Contractor if the Plan is not submitted prior to the beginning of the Atlantic Hurricane season.</p>
<p><b>Disaster/Emergency Event – Provider Enrollment Call Center operations shall be back on-line within twenty-four (24) hours following a disaster or emergency event.</b></p>	<p>Based on winning proposal, LDH will calculate an hourly rate for the services portion of the contract, and may charge that rate per hour or part of an hour, to be imposed on the Contractor during any period of time in excess of twenty-four (24) hours that the Contractor fails to be back on-line following a disaster or emergency event.</p>
<p><b>Key Personnel – Contractor shall notify LDH in writing when an employee leaves a key personnel position and shall name an interim contact person within five (5) business days of the vacancy.</b></p> <p><b>Contractor shall fill any vacancy in a key personnel position within thirty (30) days and shall obtain LDH approval.</b></p>	<p>A one thousand dollar (\$1,000) charge per business day may be imposed on the Contractor for each day in excess of five (5) business days that the notification is not made and/or interim contact person not named.</p> <p>A one thousand dollar (\$1,000) charge per business day may be imposed on the Contractor for each day that a change in key personnel is made but not approved by the Department, or failure to fill key personnel positions.</p>
<p><b>Contractor shall not distribute or publish any bulletins, documents, or other media distribution, that have not been approved by LDH or that contain false or materially misleading information.</b></p>	<p>A twenty-five thousand dollar (\$25,000) charge per incident, per day, may be imposed on the Contractor. After the 6<sup>th</sup> incident in any month, a one hundred thousand dollar (\$100,000) charge per incident, per day, may be imposed on the Contractor.</p>

REQUIREMENT	LIQUIDATED DAMAGES
<b>Contractor shall not misrepresent and/or falsify information it furnishes to any provider seeking to enroll or re-enroll in Louisiana Medicaid.</b>	A twenty-five thousand dollar (\$25,000) charge per incident, per day, may be imposed on the Contractor. After the 6 <sup>th</sup> incident in any month, a one hundred thousand dollar (\$100,000) charge per incident, per day, may be imposed on the Contractor.
<b>Contractor shall perform all the elements of Provider Credentialing and Re-credentialing as required by federal and state regulations.</b>	A ten thousand dollar (\$10,000.00) charge per incident may be imposed on the Contractor.
<b>Contractor, and/or its approved subcontractor, shall meet all the core requirements and certification or accreditation options specified by the National Committee for Quality Assurance (NCQA) for Credentials Verification Organizations.</b>	A ten thousand dollar (\$10,000) charge per calendar day or any part thereof in which the Contractor did not meet NCQA core requirements for certification.
<b>Contractor, and/or its approved subcontractor shall not cause a PERM error due to failure to properly screen, credential, enroll, revalidate as specified by mandate and PERM requirements.</b>	First violation will result in the Contractor being required to reimburse LDH the Federal share of the identified improper payment. Subsequent violations will result in the Contractor being required to reimburse LDH the Federal share of the identified improper payment and a one thousand dollar (\$1000) charge. The timeframe for the count of violations is continuous and does not reset either at the anniversary of the contract date or the start of a new calendar year. It will be at the discretion of the Program Integrity Section Chief or their designee to waive or defer the penalty charge.

#### 4.2.2 Other Reporting and/or Deliverable Requirements

- 4.2.2.1 For each day that a deliverable is late, incorrect, fails or is deficient, the contractor may be liable to LDH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified above or expressly written elsewhere in the Contract.
- 4.2.2.2 Monetary penalties have been designed to escalate by duration and by occurrence over the term of the Contract. An occurrence is a single obligation which the Contractor failed to meet.

Occurrence	Daily Amount for Days 1 - 14	Daily Amount for Days 15 - 30	Daily Amount for Days 31 - 60	Daily Amount for Days 61 and Beyond
1st – 6th	\$ 1,500.00	\$ 2,500.00	\$ 4,000.00	\$ 5,000.00
7th – 11th	\$ 2,000.00	\$ 3,500.00	\$ 5,000.00	\$ 7,500.00
12th and Beyond	\$ 2,500.00	\$ 4,000.00	\$ 7,500.00	\$ 10,000.00

#### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will 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.

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

## **ATTACHMENT A - SCOPE OF WORK**

### ***1. Project Overview***

- 1.1 The purpose of this project is to deliver a solution that will be used by the Contractor to enroll and credential eligible providers for participation in Louisiana's Medicaid Program.
- 1.2 CMS requires states to become compliant with the ACA, its federal successors, in whole or in part, CMS Final Rule (2016-09581) and MITA 3.0 mandates.
- 1.3 At a minimum, the Contractor will:
  - 1.3.1 Implement a MITA Framework 3.0 compliant Software as a Service (SaaS) Solution for Provider Management that will be MMIS certified within one (1) year of implementation. MMIS certification and life cycle requirements (Medicaid Enterprise Certification Lifecycle (MECL)) can be found in the Medicaid Enterprise Certification Toolkit (MECT) on the CMS website. The Provider Management, Eligibility and Enrollment Management, Information Architecture, Standards and Conditions, Integration and Utility, and Intermediary and Interface checklists within the MITA and/or MMIS Module checklist sets are expected to be used for the Provider Management. The checklists are available in the Online Procurement Library and are to be completed by the Contractor for State review and approval to comply with CMS certification requirements.
  - 1.3.2 Implement a Business Process to support, supplement and sustain ACA, its successors, in whole or in part, and MITA 3.0 compliance and maintain acceptable levels of customer and provider service. This includes but is not limited to Provider Enrollment Call Center, credentialing and operations staffing.
  - 1.3.3 Achieve full compliance with all Federal regulations including 42 CFR Part 438, Subpart H (as it relates to Provider Management), 42 CFR Part 455, Subparts B and E, and MITA Provider Management Business Processes.
  - 1.3.4 Maintain industry standards for Project Management, System Development (implementation) Life Cycle (SDLC), technology and training.
  - 1.3.5 Develop and maintain an electronic and paper enrollment application process. The acceptance of paper enrollment applications should only be allowed with good cause, as defined by LDH.
  - 1.3.6 Create, and maintain an effective Provider Enrollment Call Center to assist providers with enrollment, re-enrollment, credentialing, re-credentialing, updates and changes.
  - 1.3.7 Create and maintain a web application that allows Medicaid members and other interested parties to search for all FFS enrolled providers that actively participate in Medicaid. This application must allow searches by topics such

as geographic region, provider type, provider linkage, provider specialty, and within a given mile radius. The application should also include hyperlinks to contracted MCEs' websites.

- 1.3.8 Provide and maintain a hyperlink to the waiver provider search tool, as well as a hyperlink to the provider search tool maintained by the LDH contracted Enrollment Broker.
- 1.3.9 Contractor shall develop a process to produce enrollment records for such requests as: Public Record, audit, legal or court or other formal requests.
- 1.3.10 Develop and maintain a single point of entry for screening, credentialing and enrolling all providers which will include a dashboard for routing, collecting and processing provider enrollment applications through all phases of enrollment and credentialing (i.e., received, pending, completed, closures, denials and rejections), and the status or progress of actions as they occur.
  - 1.3.10.1 Typical providers shall follow a credentialing pathway that will include but not be limited to verification of the following:
    - Curriculum Vitae;
    - Licenses and Certifications via real time interfaces with all required licensing boards and authorities, including those in other states;
    - Drug Enforcement Agency (DEA) and/or Controlled Dangerous Substances (CDS) certifications;
    - Practitioner education, training, and work history, including any gaps of six (6) months or greater;
    - Practitioner malpractice insurance coverage and claims history;
    - Peer references;
    - Hospital privileges;
    - Taxpayer ID numbers;
    - Practitioner Medical Board sanctions; and
    - Practitioner Medicaid/Medicare sanctions
  - 1.3.10.2 Upon completion of the credentialing process the provider's enrollment shall reintegrate with the pathway that atypical providers follow.
  - 1.3.10.3 Atypical providers shall follow the ACA Provider Screening and Enrollment as mandated in 42 CFR Part 455, Subpart E.
  - 1.3.10.4 The Contractor must ensure that screening and/or credentialing are performed at the appropriate level. If the Contractor performs any screening and/or credentialing above what is necessary without the approval of LDH, the Contractor will not receive payment for these unapproved services.

- 1.3.11 Have the ability to expedite enrollments during a declared disaster at the direction of LDH. Staff should return to the office within twenty-four (24) hours of a declared disaster or as soon as the local danger subsides.
- 1.3.12 Screen, credential, enroll, and periodically revalidate all network providers of MCEs in accordance with the requirements of 42 CFR Part 455, Subparts B and E and as required by LDH, if applicable.
- 1.3.13 Review the ownership and control disclosure submitted by MCEs and any subcontractors thereof as required in 42 CFR §438.608(c), and annually and whenever changes in ownership occur.
- 1.3.14 Confirm the identity and determine the exclusion dates of all providers, the MCEs, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of an MCE entity through routine checks of Federal databases, including the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as LDH may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. Any exclusions must promptly be reported to LDH and to the MCE in accordance with 42 CFR §438.610.
- 1.3.15 Meet all reporting requirements set forth in *Attachment A Section 7.3.9*.
- 1.3.16 Ensure the system supports communications to and from providers (electronically and via postal mail), and tracks and monitors responses to the provider communications. If any provider communications are returned due to a wrong address, attempt to find these providers and ensure they update their information.
- 1.3.17 Maintain an interoperable infrastructure which will seamlessly integrate with other LDH business modules as specified in *Attachment A Section 12* and *Attachment G*.
- 1.3.18 Create, update and maintain all LDH required Provider Enrollment Manuals and Forms, within the online enrollment system and in paper formats identifying the date initiated and all revision dates.
- 1.3.19 The system shall use consistent provider naming conventions and allow for flexible searches to be performed by listing multiple names, aliases, titles, hyphenated names, business names, legal names, and have the ability to differentiate between them. Incorporate standardized filing and abbreviations, no dots or periods, and allow the use of a 'wildcard' to assist with the searches.
- 1.3.20 Allow LDH personnel to perform announced and unannounced site visits of the Contractor's facilities that have direct and indirect impact on Provider Management services, to perform performance reviews and fiscal audits. Upon request from the State, the Contractor will provide any and all pertinent documents requested within two (2) working days of receipt of the request, and shall be at the expense of the Contractor.

- 1.3.21 Ensure the system generates reports to monitor enrolled providers to prohibit affiliations with individuals debarred by federal agencies.
- 1.3.22 Ensure the system captures enrollment information, including National Provider Identifier (NPI), on entity or individuals meeting the qualifications contained in the provider agreement, including geographic locations and capitation or Fee-for-Service (FFS) rates.
- 1.3.23 Ensure the system records the date, time and result of every database checked during the screening process (i.e., OIG, SAM).
- 1.3.24 Ensure the system flags and routes records for action if multiple internal state assigned provider numbers are associated with a single provider.
- 1.3.25 Ensure the system tracks and cross matches current and historic provider affiliations (with begin and end dates) to show the movement of a provider between Groups, Entities/Businesses and identify any ownership with these affiliations. Establish and maintain links between the provider and all the affiliated provider ID numbers.
- 1.3.26 Ensure the system generates information requests, correspondence, or notifications based on the status of the application for enrollment and credentialing.
- 1.3.27 Ensure the system tracks and controls the process of reconciliation of errors in transactions that are intended to update provider information.

## ***2. Deliverables***

The Contractor will complete deliverables in accordance with the requirements in this Section. Deliverables shall not be deemed complete until accepted and approved by LDH. The State encourages Proposers to indicate the extent to which they are capable of supporting the State's initiatives.

### **2.1 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 reference CMS document MITA Framework 3.0 as a standard of minimum Provider Management functionality, as identified in the Online Procurement Library.

The Contractor shall provide a detailed plan showing how it will meet the following requirements, detailing its capacity to provide function for both existing providers, and providers interested in participating in Louisiana Medicaid, to enroll, re-enroll, credential, re-credential, make necessary changes to their existing file, obtain provider related information; both general information and provider specific information, for all provider types. The detailed plan should include a secure login

with configurable permissions for varying levels of access to include but not be limited to, public, provider, MCE and LDH staff users.

The Contractor shall ensure that systems and services provided are scalable and re-usable in other HHS and social services programs including but not limited to programs such as TANF, SNAP, Title XX, Title XXI, Aging and Disability Services, Workforce Services, and Louisiana specific state programs and services.

The Contractor shall work with the LDH System Integrator or group serving that function to develop strategies for identifying reusable business services across the LDH enterprise.

The Contractor shall submit regular feeds of data (as outlined in Attachment A Section 7.3.7 – Data Exchange and Interface) to LDH in a format to be identified by LDH.

The Contractor shall:

2.1.1 Perform all required functions as a condition of enrollment as found in 42 CFR §438.602 *et seq.*, and 42 CFR §455.100 *et seq.* The Contractor shall:

2.1.1.1 Provide a solution to serve as the Single Point of Entry for enrollment, re-enrollment, credentialing, re-credentialing, provider file maintenance, obtain basic enrollment information and education, and certification for any and all providers that intend to provide services within the State of Louisiana to any Medicaid Member, including providers who desire to limit activities to referrals, ordering or prescribing only, or providers participating in the Louisiana Permanent Supportive Housing Program.

2.1.2 Ensure enrollment and re-enrollment of all providers by November 1, 2018, or as further directed by LDH.

2.1.3 Perform the elements of Provider Screening and Enrollment based on completed applications, including but not limited to re-enrollments, revalidations, CHOWs and provider maintenance within the defined time parameters based on risk levels (limited risk - a maximum of 60 calendar days, moderate risk - a maximum of 90 calendar days, high risk a maximum of 120 calendar days).

2.1.4 Have the ability to, at a minimum, provide LDH with inquiry capability access in real-time, and for enrolled Providers to access and update their information profile in real-time, based on specific login permissions to be prior approved by the State.

2.1.5 The solution must demonstrate how the SaaS identifies health care providers using the standard unique National Provider Identifier (NPI). The NPI is a 10-position numeric identifier, with a check digit in the 10<sup>th</sup> position, and no intelligence about the health care provider in the number. Reference 45 CFR §162.410, §162.412 and §162.414.

- 2.1.6 The solution must have the ability to provide real-time access to provider eligibility including, but not limited to, the pharmacy and prescriber national provider identifier (NPI) and authorization identifications for electronic submissions of claims for capture by EA on a time schedule to be determined by LDH.
- 2.1.7 The solution must: assign and maintain provider numbers for all providers not natively NPI-compliant internally; map NPI identifiers to internal assigned numbers; and assign and maintain provider numbers for providers not eligible for an NPI number.
- 2.1.8 The solution must require and maintain providers' drug enforcement administration (DEA) numbers.
- 2.1.9 Allow public access for non-enrolled Providers to obtain basic enrollment information required for participation in Louisiana Medicaid, in addition to the ability to ask questions related to enrollment.
- 2.1.10 Comply with Federal reporting on terminated providers in accordance with Federal and State laws, rules and regulations.
- 2.1.11 Have the ability to demonstrate the utilization of multiple sources of data to make risk assessment determinations on both enrolled and enrolling Providers.
- 2.1.12 Provide a system capable of accommodating multiple layers of ownership within a single record of enrollment with disparate ownership data to include but not limited to identifying providers with common ownership, managerial staff, and billing agents. The combination of indirect and direct ownership may be greater than one hundred percent (100%).
- 2.1.13 Create and maintain Provider files per program staff directives, and perform mandatory reviews as necessary and at least yearly, while maintaining a history of any changes, for a period of six (6) years unless the information in question is in a pending legal status and therefore must be maintained until the final adjudication.
- 2.1.14 Recreate the existing Provider Enrollment Manual to include the credentialing process, checklists and Forms used to identify requirements for provider types (i.e., individual, group, entity/business, in-state and out-of-state), unique to Louisiana Medicaid as directed by LDH Program staff.
- 2.1.15 Comply with disclosure requirements found at 42 CFR §§455.105 and 455.106, reporting findings to LDH and other entities weekly, and taking further action as may be required by LDH.
- 2.1.16 Provide web-based user access, preferably through a dashboard, to Provider information, and application tracking for all enrolled Providers within ninety (90) calendar days after contract execution. The dashboard shall have security settings that require logins and passwords for each Medicaid Provider and their designated approved users. This dashboard shall also include public

access for those who wish to obtain basic enrollment information for specific provider types. At a minimum, the following information shall be available and it shall allow updates to information including, but not limited to:

- 2.1.16.1 Information supplied by the provider on the Medicaid enrollment application; identifying all names such as individual name, alias name, maiden name, hyphenated name, doing business as (if different) and/or legal name;
  - 2.1.16.2 Demographics (including multiple locations, satellite offices, any Post Office boxes associated with the location addresses, email addresses, fax numbers. Verify each Entity/Business enrolled providers have a working business phone line);
  - 2.1.16.3 Enrollment Record, current status of provider (e.g., approved, terminated, deactivated) and history of changes to the record, for a period of six (6) years unless the information in question is in a pending legal status and therefore must be maintained until the final adjudication;
  - 2.1.16.4 Disclosure information including, but not limited to, information disclosed under 42 CFR Part 455, Subpart B and 42 U.S.C. 1395cc(j)(5);
  - 2.1.16.5 Electronic Funds Transfer information (to include the name of the banking institution); and
  - 2.1.16.6 Collection of Medicaid Provider Enrollment Application Fees in accordance with LDH policy and procedures, including but not limited to, those required under 42 CFR Part 455, Subpart E and any other Medicaid enrollment fees as mandated by federal and state law; a means to determine what LDH spent on the enrollment and what is required to be submitted to CMS; and a means to accept Medicaid Provider Enrollment Application Fee online payments using a credit or debit card.
- 2.1.17 Develop a process and protocol, to be approved by LDH, which is in accordance with existing LDH and Division of Administrative Law (DAL) policies, that allows providers to appeal formally and informally.
  - 2.1.18 Develop a mechanism, to be approved by LDH that allows provider applicants to file grievances and appeals.
  - 2.1.19 Provide for verification of provider credentials, including but not limited to, licenses, certifications, accreditations and CLIA authorization, with the ability to upload any documents that are not able to be captured electronically.
  - 2.1.20 Send providers notification of impending expiration of licenses, Medicaid agreements and revalidation.

- 2.1.21 Have ability to print hard copy labels in various formats as requested by LDH for mass mail-outs.
- 2.1.22 Allow providers, LDH and the contractor to scan/upload hard copies, including but not limited to, hard copies of medical licenses, written correspondence, and completed forms.
- 2.1.23 Allow free-form comments (Provider, Contractor or LDH) on the enrollment record, and allow for internal (non-public) free-form comments from LDH, MCEs, and other parties designated by LDH that are not made available to the provider.
- 2.1.24 Capture fee-for-service (FFS) payment rate information on providers.
- 2.1.25 Utilize the State's address verification API which formats address, and identifies correct zip codes according to USPS standards. This API is exposed through the Enterprise Service Bus provided by the State's Enterprise Architecture System.
- 2.1.26 Develop, update and maintain provider enrollment and credentialing applications and information packets.
- 2.1.27 Develop and implement, both current and ongoing, training curriculums for LDH staff and Providers, which may be in-house, during outreach trainings, and/or on the Contractor's system. Contractor to obtain all closed and open hard-copy enrollment files from previous contractor, arrange storage for these files, incur the cost of the storage until such time as the files can be destroyed, arrange for and incur cost of all file destruction. These files will need to be accessed, pulled and copied at contractor expense as needed (but not limited to) for court cases, legal, and public record requests.
- 2.1.28 Provide a CVO Work Plan (hereinafter "CVO Plan") to LDH within thirty (30) calendar days of the effective date of the contract. The CVO Plan shall outline how the Contractor proposes to:
  - 1) Mitigate provider abrasion during the credentialing and re-credentialing process;
  - 2) Implement a formal staff training plan which addresses the CVO program;
  - 3) Develop any required materials, such as policies and procedures, credentialing delegation agreements, and Provider communications, and submit those to LDH for approval;
  - 4) Develop and publish to Providers, detailed document checklists of Provider credentialing and re-credentialing requirements by Provider type and category of service, including for non-traditional Providers;
  - 5) Develop a detailed Provider Credentialing Operations Manual; and
  - 6) Develop and present LDH with a flowchart of the approved CVO process. Ensure updates are performed as necessary to account for process changes over the life of the contract.

Detailed specifications and deadlines associated with the CVO requirements may be added, clarified and/or revised as part of the CVO Work Plan approved by LDH

- 2.1.29 Establish a Credentialing Committee that operates consistently with NCQA requirements and is responsible for reviewing the results of the credentialing and re-credentialing reviews and making a final decision regarding the credentialing status of the provider.

- 2.1.29.1 The Committee must include at least one (1) representative from LDH and (1) representative from each MCE participating in Louisiana Medicaid.

- 2.1.29.2 The Committee must be chaired by a Louisiana-based medical director and include at least one member who is licensed and knowledgeable in the applicant's scope of practice to provide advice and expertise for credentialing decisions.

- 2.1.30 Maintain a Provider Enrollment and Credentialing Call Center with sufficient staff to fulfill the contract requirements as follows:

- 2.1.30.1 Have a call center phone system with functionality that allows Providers to request assistance with enrollment and credentialing related inquiries, training, and request help by using a touch-tone telephone (cellular phone). The call center phone system shall be available twenty-four (24) hours a day, seven (7) days a week; with all calls routed to call center personnel during business hours and any calls received after business hours shall be allowed to leave a message, with all messages to be returned by noon the next business day.

- 2.1.30.2 Meet the following standards on a daily basis:

- 2.1.30.2.1 Answer ninety-five percent (95%) of calls within thirty (30) seconds;

- 2.1.30.2.2 Respond to ninety percent (90%) of provider inquiries within twenty-four (24) hours of being contacted;

- 2.1.30.2.3 Maintain an average hold time of three (3) minutes or less;

- 2.1.30.2.4 Maintain an abandoned call rate of not more than five percent (5%); and

- 2.1.30.2.5 Allow no more than one percent (1%) of incoming calls to receive a busy signal.

- 2.1.30.3 Provide for remote access to real time view of call center metrics; and

2.1.30.4 Compile and submit all metrics to LDH on a weekly basis.

- 2.1.31 Maintain appropriate personnel to respond to inquiries (via calls or emails) from LDH within one (1) business day.
- 2.1.32 Maintain appropriate personnel to assist provider walk-ins with any and all provider enrollment and credentialing related questions.
- 2.1.33 Maintain appropriate personnel to manually enter into the provider maintenance file all, but not limited to, paper enrollment, re-enrollment, credentialing, re-credentialing, change/updates, forms, and correspondence.
- 2.1.34 Provide a Project Work Plan that displays milestones in a concise manner, which identifies goals, objectives, and activities that correspond to the requirements and timeframes identified in this SFP.
- 2.1.35 Agree that at such time LDH formally communicates recommendations concerning processes, requirements and mandates, the Contractor shall comply within the agreed upon timeframe, which will not exceed ninety (90) calendar days.
- 2.1.36 Timely comply with existing and new State and Federal mandates throughout the course of the contract. Provide suggestions and recommendations to improve and/or streamline the process.
- 2.1.37 The Contractor's work plan must include a change control and approval process, which includes allowing the State a minimum of ten (10) business days for review of all deliverables. However, the State reserves the right to request additional time depending on the complexity and volume that the review may require and the Contractor shall modify the work plan accordingly.
- 2.1.38 Contractor will be required to accurately and timely complete the applicable Medicaid Enterprise Certification Toolkit MITA and/or MMIS Version 2.2 Checklists and to assure compliance with the Critical Success Factors for Provider Enrollment and Provider Management business process including but not limited to:
  - Determine Provider Eligibility
  - Enroll Provider
  - Disenroll Provider
  - Inquire Provider Information
  - Manage Provider Information
  - Manage Provider Communication
  - Perform Provider Outreach
  - Manage Provider Grievance and Appeal
  - Terminate Provider
  - Integration and Utility Checklist
  - Intermediary and Interface Checklist
  - Information Architecture Checklist
  - Standards and Conditions Checklist

- 2.1.39 The contractor will be required to work with the State to update the MITA 3.0 SSA for affected business areas and to continue updates as required throughout the term of the contract.
- 2.1.40 Provide deliverable expectation documents (DEDs) for State approval, for deliverables that describe the purpose of the deliverable, show the outline and structure of the document, describe the type of information (e.g., tasks, subtasks, artifacts, etc.) to be presented in each section, and indicate the acceptance criteria for the deliverable. The DED shall provide sufficient information for the State to reasonably determine that the corresponding deliverable will meet project needs. Due dates for each deliverable shall be included in the Project Work Plan.

### ***3. Project Management***

- 3.1 This section identifies project management requirements and 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.
- 3.2 The contractor shall employ Project Management (PM) processes according to Project Management Institute (PMI®) Project Management Body of Knowledge (PMBOK®), including, but not limited to, development of the following PM plans:
- Project Charter
  - Project Management Plan
  - Change Management (Change control) Plan
  - Communication Plan
  - Configuration Management Plan
  - Quality Management Plan
  - Requirements Management Plan
  - Risk and Issue Management Plan
  - Schedule Management Plan
  - Work Breakdown Structure (at least to 80 hour increments for work verification)
  - Scope Management Plan
  - Project Schedule and Work Plan
  - Data Management Plan
- 3.3 PM Plans shall be delivered for State approval no later than thirty (30) calendar days from the contract signed date; thereafter the plans shall be considered living project governance documents and shall be updated throughout the project as appropriate.
- 3.4 All PM plans shall follow PMBOK®, IEEE, CMMI, and other relevant industry standards and best practices.

## 4. Implementation Life Cycle

- 4.1 The State acknowledges that traditional System Development Life Cycle (SDLC) documentation will often not apply to the implementation of a SaaS solution. However, aspects of the solution implementation life cycle will require deliverables for purposes of periodic certification progress reports to CMS, CMS certification of the module, enterprise and business architecture, and maintenance and operations, among other business needs. Contractor shall utilize the State's preferred content management system (e.g. SharePoint), owned Jama solution for requirements management and JIRA solution for project and task management.

### 4.1.1 Implementation Approach, Methodology and Deliverables

The Proposer shall describe in the proposal their implementation life cycle approach and methodology. The State anticipates general implementation life cycle phases of Design, Configuration, Validation, Deployment, and Maintenance & Operations (M&O), but is open to other approaches as may be proposed by the contractor. At a minimum, the contractor shall produce and deliver the following implementation life cycle deliverables:

#### 4.1.1.1 General

- 4.1.1.1.1 Release management plan and processes
- 4.1.1.1.2 Defect management plan and processes
- 4.1.1.1.3 Implementation life cycle approach and methodology
- 4.1.1.1.4 Master Test Plan (to include all forms of testing not limited to interface, UAT, security, performance, parallel, system and system integrated tests.)
- 4.1.1.1.5 Systems Detailed Test Plan (to include all forms of testing not limited to test strategies, test objectives, resources, test schedule, test estimation and test deliverables.)

#### 4.1.1.2 Design

- 4.1.1.2.1 Requirements definition
- 4.1.1.2.2 Requirements Traceability Matrix (RTM) to trace requirements from relevant MITA roadmap and/or MMIS MECT checklist requirements as listed in Section 2.1.38 to business processes and validation evidence, and ultimately to MMIS Certification
- 4.1.1.2.3 The solution's RTM shall cross-reference to the SFP requirements.
- 4.1.1.2.4 Use Cases
- 4.1.1.2.5 Business process maps (as requested)
- 4.1.1.2.6 Specifications documentation, that is, the product settings, parameters, configurations and business rules needed to meet business needs and requirements
- 4.1.1.2.7 Logical Data Model
- 4.1.1.2.8 Data Flow Diagrams

- 4.1.1.3 Configuration
  - 4.1.1.3.1 System, security, performance, and integration/interface test strategy and plans
  - 4.1.1.3.2 Data migration/conversion plan
  - 4.1.1.3.3 Deployment/Implementation plan
  - 4.1.1.3.4 Training plan
- 4.1.1.4 Validation
  - 4.1.1.4.1 System, security, performance and integration/interface test results
  - 4.1.1.4.2 Data migration/conversion test results
  - 4.1.1.4.3 User acceptance testing (UAT) or pilot support
- 4.1.1.5 Deployment
  - 4.1.1.5.1 Deployment or cutover playbook
  - 4.1.1.5.2 User and provider manuals
  - 4.1.1.5.3 User and provider training
- 4.1.1.6 M&O
  - 4.1.1.6.1 Production support procedures
  - 4.1.1.6.2 Change request procedures

4.1.2 Implementation life cycle deliverables shall follow relevant industry standards, including IEEE, TOGAF, CMMI, and other standards and best practices.

## 4.2 Validation

4.2.1 The Contractor shall perform testing and other activities to validate that the solution meets requirements and business needs; and shall support the State's user acceptance testing activities to validate the solution. At a minimum, the following testing and validation activities shall be performed:

- 4.2.1.1 System and System Integration Testing (ST/SIT)
- 4.2.1.2 Security testing
- 4.2.1.3 Interface testing
- 4.2.1.4 Data Conversion/Migration testing
- 4.2.1.5 Performance testing (for public facing websites)
- 4.2.1.6 Support for UAT and/or pilot testing

4.2.2 The contractor shall provide sufficient test environments to support the required testing according to the project schedule – in other words, a lack of segregated or discrete test environments shall not cause delays in the project schedules. If necessary, the contractor shall provide additional test environments in order to support the project schedule, interface testing, and UAT/Pilot testing.

4.2.3 The contractor shall propose, for State approval, entrance and exit criteria for progression through the various forms of validation and testing.

4.2.4 The contractor shall provide support for UAT/Pilot testing in the form of data extracts to populate databases for purposes of testing, defect management

and resolution, interface connectivity, and other activities needed to assure complete and successful execution of UAT/Pilot testing. The contractor shall train UAT staff on how to use the system before commencement of UAT.

- 4.2.5 The Master Test Plan is an outline as to how testing will be performed while the System Test Plan should be more defined and detailed on how the Contractor will conduct system tests, what is included in system test, report items as well as manage test cases and defects. Failure of the State to identify problems during user acceptance testing shall not absolve the Contractor from liability for problems caused by their negligence or system failure.

#### 4.3 Configuration Settings Migration

- 4.3.1 The contractor shall propose a method by which validated (tested) configuration settings, user accounts, customer profiles, code table values, security settings, business rules, and other configurable items can be migrated from the UAT environment to production in such a way to minimize the risk inherent in manually re-entering validated settings in a new environment. The State prefers a method that does not rely on manual re-entry of data, but is open to the contractor's proposed methods to minimize the risk.

## 5. ***Solution Documentation***

- 5.1 The Contractor shall provide sufficient product (SaaS) documentation to provide the State with an understanding of the services that are provided and how those services are achieved. The types of documentation expected include documents covering:
  - 5.1.1 Configurable system controls, such as business rules, settings, code value tables, et al.
  - 5.1.2 Architectural descriptions, to align with the MITA architectures and the State's Enterprise Architecture.
    - 5.1.2.1 The Contractor should propose how their solution would fit within the State's Enterprise Architecture as identified in *Attachment G*. The use of Enterprise Architecture components should be clearly identified as well as any new components to be added for the solution, or where existing components cannot be used.
  - 5.1.3 Business process maps, aligned to MITA business processes.
  - 5.1.4 User manuals (examples of existing manuals is acceptable).
  - 5.1.5 Use Cases
    - 5.1.5.1 The Contractor shall describe and document appropriate use cases, operational scenarios, and expected interactions with the Provider Management module in a format agreed upon between the Contractor and LDH. Use cases should clearly identify all actors

involved, their roles and responsibilities, and any external systems or resources utilized.

## **6. Staffing Requirements**

- 6.1 The Contractor shall inform LDH, through organizational charts, how it will fulfill operational, managerial and administrative capacity with appropriate numbers of qualified staff to fulfill contract requirements.
  - 6.1.1 Adequacy will be based on outcomes and compliance with contractual and LDH policy requirements. If the Contractor does not achieve the required outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by LDH, including but not limited to, requiring the Contractor to hire additional staff and application of liquidated damages as specified in *Part IV Section 4.2.1* of this SFP.
  - 6.1.2 The Contractor shall comply with LDH Policy No. 47.1, "Criminal History Records Check of Applicants and Employees," which requires criminal background checks to be performed on all employees of LDH contractors who have access to electronic Protected Health Information (PHI). It shall, upon request, provide LDH with a satisfactory criminal background check or an attestation that a satisfactory criminal background check has been completed for any of its staff or subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of the Contract.
  - 6.1.3 Contractor shall remove or reassign, upon written request from LDH, any Contractor employee or subcontractor employee that LDH deems to be unacceptable. The Contractor shall hold LDH harmless for actions taken as a result thereof.
  - 6.1.4 All staff must have a working knowledge of the Department and its Health Partnerships. The Contractor shall provide a detailed outline of the training plan and orientation package for staff, and make available to LDH upon request.
  - 6.1.5 All Key Personnel shall be approved by LDH prior to hire.
  - 6.1.6 Key Personnel may not be removed or reassigned without prior approval of LDH.
  - 6.1.7 An individual staff member is limited to occupying a maximum of two (2) of the key personnel positions listed in *Section 6.2* below without the prior approval of LDH.
  - 6.1.8 The Contractor shall inform LDH within forty-eight (48) hours, of an employee's advance notification to the Contractor of their intent to leave one of the key personnel positions. Contractor shall provide a resume of a proposed replacement within ten (10) calendar days of notice to LDH. The vacancy shall be filled within thirty (30) calendar days of the notice with an LDH approved person of equivalent experience, knowledge and talent.

- 6.1.9 Annually, and with new hires, the Contractor must provide the name, Social Security number and date of birth of the staff members performing the duties of the Key Personnel for vetting, to LDH's Program Integrity Section. LDH will compare this information against federal databases to confirm that those individuals have not been banned or debarred from participating in federal programs.
- 6.1.10 The Contractor's key personnel must be available Monday-Friday, during traditional business hours of 8:00 am - 5:00 pm CT. Proposer should be prepared to make the necessary arrangements to ensure that all key personnel are available to meet in person at LDH's headquarters which is the Bienville Building, 628 N. 4th Street, Baton Rouge, Louisiana 70802 and are available to assist providers in-house during this time frame.
- 6.1.11 All meetings shall be conducted at LDH's headquarters unless LDH personnel attending the meeting agree to another location.
- 6.2 Key Personnel Qualifications and Positions
  - 6.2.1 The Contractor may terminate any of its employees designated to perform work or services under this Contractor, as permitted by applicable law.
  - 6.2.2 The Contractor shall inform LDH in writing when an employee leaves one of the key personnel positions without giving the contractor advance notice (this requirement does not apply to additional required staff, also listed below). The name of the interim contact person should be included with the notification. This notification shall take place within (5) days of the resignation/termination.
  - 6.2.3 Staff assignments shall be fully covered at all times. The name of the interim contact person should immediately be made known to LDH. The name and resume of the permanent employee should be submitted as soon as the new hire has taken place along with a revised organization chart complete with key personnel time allocation.
  - 6.2.4 The Contractor's Key Personnel shall include at a minimum the following:
    - 6.2.4.1 Project Manager
      - 6.2.4.1.1 Must be one hundred percent (100%) dedicated to the day-to-day operations of Louisiana's Provider Management solution, and
      - 6.2.4.1.2 Must have a minimum of two (2) years of experience in managing a similar project of equal or greater scope, or possess a Project Management Professional (PMP) certification by the Project Management Institute (PMI), or have a comparable Project Management certification.

#### 6.2.4.2 Provider Operations Manager

- 6.2.4.2.1 Must be one hundred percent (100%) dedicated to the day-to-day operations of Louisiana's Provider Management solution, and
- 6.2.4.2.2 Must have a minimum of three (3) years of experience in managing a Provider component of a State's MMIS, or similar health care provider component.

#### 6.2.4.3 Information Technology Lead

- 6.2.4.3.1 Must be one hundred percent (100%) dedicated to the day-to-day operations of Louisiana's Provider Management solution during development and integration phases;
- 6.2.4.3.2 Must have at least four (4) years of commercial or governmental experience in migrating, integrating and configuring SaaS and/or Commercial off the Shelf (COTS) software, and
- 6.2.4.3.3 Experience should include size and scope reflective of this project, and should have direct experience integrating SaaS solution with existing IAM solutions.

#### 6.2.4.4 Provider Enrollment Manager

- 6.2.4.4.1 Must be one hundred percent (100%) dedicated to the day-to-day operations of provider enrollment in Louisiana Medicaid, and
- 6.2.4.4.2 Must have a minimum of three (3) years of experience in managing Medicaid provider enrollment working with a State's MMIS or similar health care provider component. ACA provider enrollment compliance experience is preferred.

#### 6.2.4.5 Provider Enrollment and Credentialing Call Center Manager

- 6.2.4.5.1 Must be one hundred percent (100%) dedicated to the day-to-day operations of the Provider Enrollment Call Center, and
- 6.2.4.5.2 Must have at a minimum three (3) years of supervisory experience in Provider Customer Service, in a Provider Enrollment Call Center or call center which facilitates a minimum of 200 calls per day.

#### 6.2.4.6 Credentialing Certification Manager

- 6.2.4.6.1 Must be one hundred percent (100%) dedicated to the day-to-day operations of provider credentialing/certifications of Louisiana Medicaid, and
- 6.2.4.6.2 Must have at a minimum three (3) years of supervisory experience in managing provider credentialing and certifications in a health care environment.

### 6.3 In-State Personnel

6.3.1 The Contractor is responsible for maintaining at least fifty (50) percent of staff within the state of Louisiana.

6.3.2 The following Key Personnel shall be located within two (2) hours of LDH's headquarters:

- Project Manager;
- Provider Operations Manager;
- Information Technology Lead;
- Provider Enrollment Manager;
- Provider Enrollment and Credentialing Call Center Manager; and
- Credentialing Certification Manager.

### 6.4 Additional Staffing Requirements

6.4.1 The Contractor shall have a sufficient number of qualified staff with experience and expertise necessary to meet all contract responsibilities. The Contractor shall dedicate staff where necessary to meet obligations, including but not limited to, screening, on-site visits, ensuring the receipt of Criminal Background Checks and Application Fees, in-house provider visits, quality control, to review, verify and maintain the ownership disclosure information, database checks, certification and accreditation functions, re-validation of providers to occur no less than every three (3) years, updating and maintenance of current manuals, creation of manuals for newly assigned provider types, and ensuring timely enrollment of providers and accurate reporting.

6.4.1.1 Staff shall be proficient with Louisiana Medicaid provider enrollment rules and regulations to allow providers to receive prompt responses to inquiries;

6.4.1.2 Staff shall possess adequate clerical support to ensure proper functioning of the Contractor's operation;

6.4.1.3 Staff shall provide assistance in facilitating provider grievance and disputes. There shall be sufficient staff to enable providers to receive prompt resolution of problems and inquiries and appropriate education about participation in Louisiana Medicaid; and

6.4.1.4 There shall be adequate staff to manually enter into the provider maintenance system any and all paper provider correspondence, enrollment information, and documentation received from providers who do not use the electronic enrollment process.

6.4.2 Contractor shall have a Quality Control Unit to perform in-house "random sample" reviews of enrollments, changes, updates and other provider maintenance actions. At a minimum, the Contractor shall provide monthly reports to LDH advising of the outcomes of these reviews. Where problematic areas are discovered, the Contractor shall develop a plan of correction and provide to LDH for review and approval.

- 6.4.3 Contractor shall develop and maintain written policies, procedures and job descriptions for each functional area. Contractor shall provide access to these documents in an electronic format.

## 6.5 Staff Trainings and Meeting Attendance

- 6.5.1 The Contractor shall ensure that all staff members including subcontractors have appropriate training, education, experience and orientation to fulfill their requirements of the position.
- 6.5.2 The Contractor must provide initial and ongoing staff training that includes an overview of LDH Policy and Procedure Manuals relating to Contractor functions, and state and federal requirements specific to individual job functions.
- 6.5.3 The Contractor shall ensure that all staff members having contact with providers receive initial and ongoing training with regard to the appropriate identification and handling of service concerns.
- 6.5.4 Staff must be trained in the geography of Louisiana as well as culture and correct pronunciation of cities, towns, parishes and surnames. For purposes of the Provider Locator Search Tool, Contractor staff must have access to GPS or mapping search engines.
- 6.5.5 LDH reserves the right to attend any and all training programs and seminars conducted by the Contractor. The Contractor shall provide LDH a list of any training dates, time and locations, at least fourteen (14) calendar days prior to the actual date of the training. The Contractor shall provide documentation of meetings and trainings (including staff and provider trainings) upon request. Meeting minutes, agendas, invited attendee lists and sign-in sheets, along with action items, must be provided to LDH upon request.
- 6.5.6 LDH reserves the right to assign mandatory training for key personnel, staff members, and subcontractors.
- 6.5.7 Contractor shall maintain written guidelines for developing, reviewing and approving all policies, procedures and job descriptions. All policies and procedures shall be reviewed at least annually to ensure that the Contractor's written policies reflect current practices. Reviewed policies shall be dated and signed by the Contractor's appropriate manager, director or administrator. Minutes reflecting the review and approval of the policies by an appropriate committee are also acceptable documentation. Job descriptions shall be reviewed at least annually to ensure that current duties performed by the employee reflect written requirements.

## 6.6 Individuals Ineligible for Employment

- 6.6.1 The Contractor must ensure that all entities or individuals, whether defined as “key personnel” or not, performing services under contract with Louisiana Medicaid are not “ineligible individuals” to participate in the Federal health care programs, in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C §1320a-7(a), 42 CFR §436.610(a) and (b), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities at this location <http://exclusions.oig.hhs.gov>, the General Services Administration’s List of Parties Excluded from Federal Programs available via the internet at <https://www.sam.gov> and LDH [Louisiana Adverse Actions listing \(LDH LA Adverse Actions List\)](#).
- 6.6.2 All temporary, permanent, subcontract, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must complete an annual statement. The annual statements must include an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an “ineligible individual” to participate in Federal Health care programs or in Federal procurement or non-procurement programs. If the individual has been convicted of a felony crime or identified as an “ineligible individual”, the Contractor must notify LDH in writing on the same date the notice of a conviction or ineligibility is received.
- 6.6.2.1 The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to LDH, indicating if the staff stated they were free of convictions or ineligibility referenced above.
- 6.6.2.2 If the Contractor has actual notice that any temporary, permanent, subcontract, part-time or full-time Contractor staff has become an “ineligible individual” or may possibly become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this contract and notify LDH within one (1) business days. For felony convictions, the Department will determine if the individual should be removed from the contract project.
- 6.6.2.3 If any of the organizational or key personnel information has changed since the response to this SFP, the Contractor must update and provide this information to LDH during the negotiations of the contract. The same is applicable to any subcontractor information.

## 7. ***Business and Operations Requirements***

- 7.1 All Providers (current and new) providing services to Louisiana Medicaid enrollees must be enrolled through the Provider Management SaaS. The Contractor shall

create a Single Point of Entry for Providers to enroll with Medicaid and designate whether they are participating as FFS only, Managed Care only, both FFS and Managed Care, or as a referring, ordering or prescribing provider only. Providers must identify MCEs, Health Partnerships and Benefit Administrators for which they have a contract or pending contract in order to allow the Contractor to notify the MCEs, Health Partnerships and Benefit Administrators when enrollment is complete and the provider is enrolled or denied enrollment. The Contractor must have a web-based portal accessible by MCEs, Health Partnerships and Benefit Administrators which allows interested parties to inquire and determine the status of a provider's enrollment and certification status and in return receive from the MCEs the contractual status with the provider(s).

- 7.2 The Contractor's proposal will include a methodology to utilize electronic signatures in conjunction with the use of a biometric identification validation. The costs associated with biometrics shall be isolated so that it may be individually considered and may or may not be included as a services expectation in the final executed contract.
- 7.3 The Contractor shall ensure that providers participating in Louisiana Medicaid have been enrolled and/or re-enrolled in accordance with federal and state law, regulations, rules and policies, and in accordance with the timeframes established herein. During the course of the contract, the Contractor shall ensure compliance with the following:

#### 7.3.1 Provider Screening

- 7.3.1.1 In accordance with the federal regulations at 42 CFR Part 438, Subpart H and 42 CFR Part 455, Subparts B and E, all FFS and Managed Care Providers are subject to screening and enrollment compliance measures. This includes new and active open Medicaid Providers. It is expected that all providers be re-enrolled through ACA compliance criteria by November 1, 2018. It is also expected that the contractor will utilize all available sources of information to perform the provider screening functions, including but not limited to, Medicare screening for dual enrolled providers.
- 7.3.1.2 Screening is applicable to all initial applications, new practice locations, changes in practice locations and any applications received in response to an enrollment, re-enrollment, CHOW or revalidation request based on the state assigned categorical risk level as defined in 42 CFR §424.518(a) through §424.518(c)(ii) and 42 CFR §455.450(e).
  - 7.3.1.2.1. If a provider fits within more than one risk level, the highest risk level shall be applied.
- 7.3.1.3 Determine Provider's eligibility in accordance with federal rules and regulations and state rules and regulations as later defined.
- 7.3.1.4 Develop a process for Providers required to pay the application fee that is in accordance with LDH fiscal parameters. Under 42 CFR §455.460, the state Medicaid agency must collect the applicable

application fee prior to executing a provider agreement from a prospective, re-enrolling or revalidating provider, unless the provider is already enrolled or has paid a fee to Medicare or another state. The fee amount is established by CMS and may change yearly. It will be the responsibility of the contractor to timely apply the correct fee amount. .

- 7.3.1.5 Temporary moratoria may be imposed regarding the enrollment of new providers or provider types per 42 CFR §455.470 at the direction of the LDH Secretary. The temporary moratoria timeframe is reviewed and either satisfied and ended, or extended via the direction of the LDH Secretary. The Contractor must also be knowledgeable and flexible to administer the moratoria rules referenced in 42 CFR §424.570.

### 7.3.2 Provider Credentialing and Accreditation

- 7.3.2.1 The Contractor shall provide CVO services for Medicaid providers with initial credentialing of applicable providers, and with re-credentialing of applicable providers every three years throughout the life of the contract. Contractor and/or subcontractor shall be certified by the National Committee for Quality Assurance (NCQA) as necessary to satisfy the requirements of State and federal law with regard to the CVO services. Detailed specifications and deadlines associated with the CVO requirements may be added, clarified and/or revised as part of the CVO Work Plan approved by LDH.
- 7.3.2.2 The Contractor must have a written credentialing and re-credentialing process that performs all credentialing requirements in accordance with federal and state requirements, 42 CFR §§ 438.12, 438.206, 438.214, 438.224, 438.230, and NCQA health plan Accreditation Standards for the review, credentialing and re-credentialing of licensed, independent providers and provider groups, and in accordance with the timeframes set forth in this SFP. For providers offering rehabilitation services, the Contractor must follow LDH policy to supply proof of accreditation or proof that the applicant applied for accreditation and paid the initial application fee for one of the national accreditation organizations listed below. New agencies must present proof of full accreditation within eighteen (18) months following the initial contracting date with:
- The Council on Accreditation (COA);
  - The Commission on Accreditation of Rehabilitation Facilities (CARF); or
  - The Joint Commission (TJC).
- 7.3.2.3 The Contractor shall use the Louisiana Standardized Credentialing Application Form or Council for Affordable Quality Healthcare

(CAQH) standardized credentialing form. The Contractor must allow providers to use CAQH if available for their provider type.

7.3.2.4 The Contractor shall conduct the following activities, where applicable based on Provider type, as part of the credentialing and enrollment process and LDH approved CVO Work Plan:

- 1) Confirm the identity of Providers to ensure that they may be considered for Provider Credentialing in accordance with approved CVO Operating Procedures Manual.
- 2) Determine the required screening activities to be conducted for each Provider based on Provider type, category of service, specialty, and application checklist items.
- 3) Confirm receipt of Curriculum Vitae (CV).
- 4) Verify active licenses and certifications via real time interface (if available) with all required licensing boards and authorities, including those in other states.
- 5) Verify practitioner Drug Enforcement Agency (DEA) and/or Controlled Dangerous Substance (CDS) certification if applicable. Establish a process for re-verification of these certifications at time of expiration.
- 6) Verify practitioner education (highest level only) and training and collect work history, including any gaps of six (6) months or greater.
- 7) Verify practitioner malpractice insurance coverage and claims history information in accordance with approved Operating Procedures Manual.
- 8) Interface with the Social Security Administration (SSA) Death Master File (DMF) to verify Social Security numbers and dates of death for the individual practitioner, owners, authorized officials, delegated officials, and supervising physicians. Contractor shall monitor this information on a monthly basis pursuant to the requirements of the approved CVO Work Plan.
- 9) Confirm receipt of peer reference letter.
- 10) Verify hospital privileges.
- 11) Verify taxpayer ID numbers.
- 12) Verify practitioner medical board sanctions.
- 13) Verify practitioner Medicare/Medicaid sanctions.

- 14) Interface with the National Plan and Provider Enumeration System (NPPES) to verify National Provider Identifier (NPI).
- 15) Interface with National Practitioner Data Bank (NPDB) to check for adverse actions.
- 16) Interface with the U.S. Department of Health and Human Services Office of the Inspector General (DHHS OIG), the List of Excluded Individuals/Entities (LEIE) and EPLS and the State Medicaid Termination Database to determine the exclusion status for Credentialing/Re-credentialing Providers and persons with a five percent (5%) or greater ownership or control interest and any vendor or managing employee of the Provider. Contractor shall notify LDH within two (2) Business Days of any Provider, owner, or managing employee who is positively identified within the LEIE and EPLS databases.
- 17) Validate Medicare Providers using Medicare's Provider Enrollment Chain Ownership System (PECOS).
- 18) Conduct review of fraud and abuse sanctions against the Provider.
- 19) Provide a Credentialing Committee Review.

7.3.2.5 The Contractor shall utilize the current NCQA Standards and Guidelines for the credentialing and re-credentialing of licensed independent providers and provider groups. The Contractor shall periodically review NCQA recommended, and ACA and/or its succeeding rule, requirements and submit any process updates to LDH for review and approval prior to implementation.

7.3.2.6 The Contractor shall completely process credentialing applications from all types of provider types within sixty (60) calendar days of receipt of a completed application, including all necessary documentation and attachments, and a signed provider agreement.

7.3.2.6.1 If the Provider does not submit a completed application, or if the Provider submits information that is not valid or is not accepted for enrollment (e.g., expired license, non-relevant information), Contractor must send a letter to the Provider, in addition to updating the tracking status indicating the application has been denied.

7.3.2.6.2 The Contractor shall assess and validate the qualifications of the Provider including all primary source validation (PSV) of credentialing information by generally accepted procedures endorsed and certified by NCQA. Contractor shall make at least three (3) attempts to verify each required credentialing data

element if the initial attempt is unsuccessful. If all attempts fail, the source must be marked as "Unable to Verify" (or a similar message) in the provider file.

- 7.3.2.6.3 The Contractor shall subcontract as necessary with a CVO contractor that is certified by NCQA to provide PSV services.
- 7.3.2.6.4 The Contractor shall use Medicare's PECOS data for Providers with Medicare Provider numbers in lieu of PSV checks. PECOS site visit, fingerprinting, and background check results shall be used unless more than twelve (12) months old. Based on these reviews, Contractor must then identify from which Providers it needs to collect the application fee. In those instances in which the Provider requests a hardship waiver, Contractor must notify LDH. There is no application fee for Medicare providers, Individual Physicians, Non-Physician Practitioners, providers who paid the fee in another state, providers enrolled in Title XVIII of the Social Security Act or another state's Title XIX or Title XXI plan.
- 7.3.2.6.5 The Contractor shall accept any applicable site visit and criminal background check from LDH and conduct a Credentialing Committee review to provide LDH with a final determination of the Provider's Credentialing status.
- 7.3.2.6.6 Upon completion of the credentialing process, the Contractor shall update the Provider Credentialing record and notify LDH and the MCE of the results in accordance with the approved Work Plan.
- 7.3.2.7 The Contractor shall conduct outreach activities to educate Providers about the Credentialing process, including but not limited to: (a) face-to-face outreach; and (b) participation in Medicaid outreach events, Provider association meetings; etc.
  - 7.3.2.7.1 Changes to credentialing and re-credentialing requirements shall be communicated to Providers in advance in accordance with the approved CVO Work Plan.
  - 7.3.2.7.2 Contractor shall notify Providers electronically, in advance whenever possible, to alert them of changes in program requirements and also shall publish the information on the Contractor's website.
- 7.3.2.8 The Contractor shall perform a re-credentialing process for both current and new Providers every three (3) years based on their

oldest initial or re-credentialing date or on a schedule that meets LDH and NCQA requirements. The final re-credentialing status for Providers is due by the last day of month thirty-six (36) from the date of the most recent Provider Credentialing.

- 7.3.2.8.1 The Contractor shall notify the Provider of the re-credentialing due date and required documents six (6) months in advance of the re-credentialing due date to allow the Provider time to update documents and attestations that may require changes.
- 7.3.2.8.2 If the Provider fails to update the required documents by the due date, the Contractor shall send the Provider a written letter and an electronic notice that identifies the deficiencies. If the Provider does not return the documents within ten (10) calendar days, or if the information submitted is invalid, the Contractor shall notify LDH that re-credentialing failed and will send a denial letter and an electronic notification to the Provider.
- 7.3.2.8.3 Once the Provider submits all required re-credentialing documents, the Contractor shall check for fraud and abuse sanctions against the Provider.
- 7.3.2.8.4 If sanctions are found, the Contractor shall notify LDH and send the Provider a sanction denial letter and an electronic notification indicating that sanctions were found and re-credentialing failed.
- 7.3.2.8.5 If no fraud and abuse sanctions are found for the Provider, the Contractor shall perform the PSV re-credentialing checks for non-Medicare Providers and for Medicare providers if the information contained in PECOS is older than 12 months. The CVO Credentialing Committee reviews the PSV results and any applicable site visit, fingerprinting and criminal background check information to determine the final re-credentialing status.
- 7.3.2.8.7 Providers who must be fingerprinted will receive a letter and an electronic notification from the Contractor indicating such and providing instruction about where to go for fingerprinting. Applications will be denied for Providers who fail to submit to fingerprinting or background checks.
- 7.3.2.8.8 PECOS verifications and site visit, fingerprinting and background check results conducted within the last twelve (12) months should be used for Medicare Providers being re-credentialed. Based on these

reviews, the Contractor shall notify LDH regarding any applications fees LDH needs to collect from these Providers.

7.3.2.8.9 The Contractor shall update the Provider Credentialing profile with the results for each re-credentialing verification data element; date, and source as well as the Credentialing Committee's re-credentialing final determination. The Provider profile must also reflect the Credentialing Committee's final determination on the re-credentialing status, date and whether or not PECOS data was used in the process.

7.3.2.2.10 If re-credentialing is unsuccessful or the Credentialing Committee denies re-credentialing, Contractor shall notify LDH and send the Provider a re-credentialing denial letter and an electronic notification with appeal rights.

7.3.2.9 The Contractor shall have a Credentialing Committee, operating consistently with NCQA requirements chaired by a Louisiana-based Medical Director that is responsible for reviewing the results of the credentialing and re-credentialing reviews and making a final decision regarding the credentialing status of the provider. The Credentialing Committee shall also be responsible for approving the Contractor's internal policies and procedures for conducting credentialing and re-credentialing and any changes made thereto.

7.3.2.9.1 The Contractor shall submit to LDH for review and approval the proposed composition of Committee members. The Committee must include at least one (1) representative from LDH and (1) representative from each MCE participating in Louisiana Medicaid.

7.3.2.9.2 The Contractor shall develop policies and procedures for the structure, goals and objectives of the Committee, which shall meet regularly (at least monthly) to discuss credentialing and re-credentialing applications. The Committee will be responsible for reviewing all Provider information that has been submitted that could result in a denial of the application, such as sanctions. The Committee must include at least one member who is licensed and knowledgeable in the applicant's scope of practice to provide advice and expertise for credentialing decisions.

7.3.2.9.3 The Contractor shall maintain policies and procedures for the Committee which are subject to LDH approval and may be updated at the request of LDH. The policies and procedures must address the Committee's role in the review of applications and development of

approval recommendations, specifying how this may differ for clean applications and those that require further review. Policies and procedures must also address the Contractor's proposed Credentialing Committee quality assurance processes in making credentialing determinations.

7.3.2.9.4 The Credentialing Committee review shall categorize provider applications into two tiers:

1) Clean: Meets all rule standards provided by LDH; no adverse findings.

2) Review with further designation of:

Low Risk: Provider's file needs further manual review prior to acceptance; or

High Risk: Provider does not qualify for acceptance based on critical item(s).

7.3.2.9.5 Deficient provider applicants will be identified for Credentialing Committee Review where appropriate, in accordance with the approved CVO Work Plan which may include but not be limited to the following factors:

1) Adverse answers on provider application;

2) Licenses verified with quality issues;

3) Incomplete or non-responder files;

4) Professional liability insurance (PLI) limits issues;

5) No board certification and/or board certification verified with quality issues;

6) Adverse query results from National Practitioner Data Bank (NPDB); or

7) Adverse query results from DHHS OIG.

7.3.2.9.6 Upon completion of the credentialing process, the Contractor shall update the provider file and notify LDH and the MCEs of the results.

#### 7.3.2.10 Payment Error Rate Measurement (PERM)

7.3.2.10.1 The purpose of the Payment Error Rate Measurement (PERM) program is to measure and report a national payment improper

payment rate for Medicaid and the Children's Health Insurance Program (CHIP), to comply with the requirements of the Improper Payments Elimination and Recovery Improvement Act (IPERIA) (2012). The Centers for Medicare & Medicaid Services (CMS) uses a 17-state rotation per cycle, reviewing each state every three (3) years. The PERM Statistical Contractor (SC) selects a stratified random sample of payments from each state's universe of payments for one (1) fiscal year. The PERM Review Contractor (RC) reviews all claims sampled to determine if each state's payment decisions complied with applicable Federal Regulations and state policies.

7.3.2.10.2 Due to the implementation of the ACA, the Data Processing Review process expanded to assure state compliance with new provider enrollment and risk based screening requirements. To verify that the provider(s), including billing, attending/servicing, and ordering/referring providers per 42 CFR §455.410, were registered and eligible to provide services as well as refer and bill for the services under review, the following provider information is reviewed:

- Provider name
- Provider NPI number (42 CFR §455.440 National Provider Identifier)
- Provider registration/enrollment (42 CFR §455.410)
- Provider license, if required (42 CFR §455.412)
- CLIA certification, if required
- Provider type and specialty
- Provider and service location
- Provider sanction/suspension periods, including verifying a provider is not listed on the OIG's List of Excluded Individuals/Entities (LEIE). The risk-based screening process, which is required for newly enrolled providers after March 24, 2011, is as follows:
  - Verify whether a risk level was assessed in accordance with the levels assigned by Medicare for the same provider types from the provider file in MMIS (may not be assessed a lower level than assigned by Medicare)
  - Request verification of the risk level assigned from the State if the screening is not in the State system
  - Verify whether the provider was screened by Medicare using CMS' Provider Enrollment, Chain and Ownership System (PECOS) to determine whether that screening was conducted and enrollment approved prior

to the claim under review, if the State is unable to provide proof of compliance

7.3.2.11 If a PERM is identified and determined to be caused by an enrollment error, the Contractor may be subject to liquidated damages.

### 7.3.3 Provider Enrollment and Credentialing Call Center

7.3.3.1 The Contractor shall provide a qualified and sufficiently staffed Provider Enrollment and Credentialing Call Center function to provide support and assistance to all providers enrolled or seeking to become enrolled in Louisiana Medicaid. This function shall:

7.3.3.1.1 Be available Monday through Friday from 8:00 am - 5:00 pm Central Time, excluding state-declared holidays, to address provider issues; and

7.3.3.1.2 Be operational within twenty-four (24) hours following a declared disaster or emergency event.

### 7.3.4 Provider Toll-Free Telephone Line

7.3.4.1 The Contractor must operate a toll-free telephone line to respond to provider questions, comments and inquiries regarding enrollment and credentialing. This line must be staffed between the hours of 8:00 am – 5:00 pm Central Time, Monday through Friday, excluding state-declared holidays.

7.3.4.2 After normal business hours, the line must include information regarding normal business hours and basic enrollment and re-enrollment information.

### 7.3.5 Provider Locator Search Tool

7.3.5.1 The Contractor shall establish and maintain a Provider Locator Search Tool to assist Medicaid enrollees in need of a Medicaid enrolled provider in FFS, or referring, ordering or prescribing and LaHIPP only providers.

7.3.5.3 The Contractor shall submit Provider Locator Search Tool system policies and procedures for review and approval by the Department, within thirty (30) calendar days from the date the Contract is signed, annually thereafter, and prior to any revisions. Key elements include:

- Web-based access
- Geo-mapping or GPS capabilities
- Ability to “hover”

NOTE - Contractor may provide any additional services or benefits not required above.

- 7.3.5.2 The Contractor shall establish a link with the Provider Search tool that is maintained by the Enrollment Broker for all providers contracted with one of Louisiana's MCEs.

#### 7.3.6 Provider Outreach and Education

The Contractor shall produce and deliver in the most effective method possible (i.e., e-mail, web portal, regular U.S. Postal mail or blast fax) surveys, newsletters, outreach materials, provider specific correspondence, manuals and user guides for Providers. The Contractor shall:

- 7.3.6.1 Describe methods it intends to employ to provide personal assistance and training as requested, through online tutorials, webinars, videos or personal provider contact.
- 7.3.6.2 Ensure the Provider web portal includes usability features or functions that accommodate the needs of persons with disabilities (i.e. ADA 508 compliance), including those who use assistive technology.
- 7.3.6.3 Obtain final approval of Provider materials from LDH before distribution.
- 7.3.6.4 Provide and maintain a virtual library and catalogue of LDH and contractor produced educational and communication materials to be accessible by the general public, providers, LDH and its partners. These materials must have the ability to be printed and have initial/revision dates on the documents themselves.
- 7.3.6.5 The virtual library must consume and make available all versions of previously created and distributed material.
- 7.3.6.6 Maintain a log of all outreach materials that is consistent with the materials housed in the virtual library as a tracking mechanism and historical record.
- 7.3.6.7 Provide the ability to place the delivery of outreach materials on hold pending LDH final approval.
- 7.3.6.8 Independently and/or in conjunction with others, identify the need for outreach by analyzing data, using performance measures, community feedback and other sources of information capable of indicating a need for outreach.
- 7.3.6.9 Establish a process including policies and procedures for receiving requests for outreach, developing outreach materials, performing the outreach activity and measuring its effectiveness.
- 7.3.6.10 Provide a process for portal entry of provider information that rejects based on syntax, identifiers such as name, SSN and address.

- 7.3.6.11 Maintain the ability to process and track types of information requests received via a variety of methods, including but not limited to, phone, call center phone system, mail or email.
- 7.3.6.12 Provide the ability to view provider adverse action and complaint history information.
- 7.3.6.13 Maintain an automated process to log, track and report on calls and provider inquiries.
- 7.3.6.14 Provide call management functionality that is predictive and pre-loads information for call center staff based on log-in and case activity.
- 7.3.6.15 Provide outreach materials that are functionally, linguistically, culturally, and competency appropriate as defined and approved by LDH, and shall automate the delivery process to the fullest extent possible.

#### 7.3.7 Data Exchange and Interface

- 7.3.7.1 The Contractor shall maintain an automated solution, which accepts and processes electronic and paper Provider Enrollment applications, verifies eligibility, collects and supports reporting data that complies with LDH and federal reporting requirements to include Transformed Medicaid Statistical Information System (T-MSIS) reporting. At a minimum, the Contractor and Solution shall:
  - 7.3.7.1.1 Perform at a minimum a daily exchange of provider data and documentation between the State's EA and the Contractor, as defined by LDH.
  - 7.3.7.1.2 Support the Department's current FI's Provider Master File data elements.
  - 7.3.7.1.3 Utilize specific fields with multiple date ranges on the Provider Management file to meet the requirements for participation and to meet reporting requests.
  - 7.3.7.1.4 Develop a unique identification number for each Provider in addition to maintaining a crosswalk to the existing Medicaid Provider ID, both check digit and non-check digit numbers. These numbers must be flexible enough to be expanded/changed when a new claims payment system is developed in EA. Carve out and identify provider numbers to be used for testing purposes only.
  - 7.3.7.1.5 Retain changes, along with who made these changes and when changes were made, to Provider record

information thereby allowing for research to be performed by Program Integrity, LDH, or the Contractor as necessary for a rolling six (6) year period.

- 7.3.7.1.6 Establish a data exchange of Provider information in an interface with entities including but not limited to, LDH's FI, MCEs, Health Partnerships and Benefits Administrators on a daily basis, in a form and manner to be later determined, for purposes including but not limited to, claims adjudication and participation choices (layouts are available in the Online Procurement Library).
- 7.3.7.1.7 Establish a data exchange that interfaces with State and Federal databases to verify Provider licensure, Private/Professional licensing boards when available, and notify LDH when a Provider's license has a restriction and an adverse action indicator.
- 7.3.7.1.8 Establish a data exchange that interfaces with State and Federal agencies to track Providers who have had other disciplinary actions taken against them and notify LDH to obtain additional guidance.
- 7.3.7.1.9 Propose a method to better align the data from the Provider supplemental file used to gather additional provider information for T-MSIS reporting and the Provider registry.
- 7.3.7.1.10 Integrate into the State's Enterprise Architecture, which will consist of the following: Master Data Management (MDM), Data Warehousing, Identity Access Management/Single Sign-On Portal, Document Management, Consumer Communications and Business Rule Engine. See *Attachment G* for more information.
- 7.3.7.1.11 The Contractor shall work with the Department to identify all provider management data needs of the Department, including data needs that result from business intelligence needs. The Contractor shall develop a Logical Data Model that identifies these data needs. Provider management data considerations include but are not limited to the following: Provider Types, Provider Specialties, Provider Sub-Specialties, Claim Types, Category of Service, Public Private Identifiers, State Identifiers, Prescriptive Authority, Taxonomy codes, NPI, A-Typicals, accreditations and practice locations. Capture other unique Provider attributes such as, but not limited to, languages spoken, accommodations for vision and hearing impaired,

number of beds for institutions, and lab certification. Data elements for Providers are located in the Online Procurement Library.

- 7.3.7.1.12 Assist LDH and Program Integrity in developing a method of identifying providers who have no billing activity over a specific period of time, for possible deactivation.
- 7.3.7.1.13 Establish a log-on to the web-portal for Providers and limit access to those on the Disclosure of Ownership (DoO) document or those granted access permission by the Owners or Managers. Provide functionality that allows individual providers to grant access to their enrollment record to whom they authorize.
- 7.3.7.1.14 Provide for on-line help such as “hover” and “pop-up” tools in the MPF for specific fields, which show coding choices for that field, definitions for the field, historical information, such as when a particular field has been changed and by whom.
- 7.3.7.1.15 Allow for Provider cross-referencing based on but not limited to, the Provider ID(s), SSN, NPI, Tax ID, Name, address, license numbers, EFT, Owners and/or managers.
- 7.3.7.1.16 Propose a method of observation of a Geographical Information System (GIS) map, with markers showing the location of the Provider, by designations such as Provider type and Provider specialty and sub-specialty; in the “public” access area of this system, which also links to the Provider Locator Search Tool.
- 7.3.7.1.17 Participate in a readiness review performed by the State prior to and after the implementation date.
- 7.3.7.1.18 Support near real-time interfaces into the Provider Management module, based on standard protocols such as SOAP or REST.
- 7.3.7.1.19 Develop and publish defined interfaces in a manner that supports loosely coupled, service oriented connections from other modules (for future MMIS modules).
- 7.3.7.1.20 Ensure all data exchanges associated with the Provider Management module comply with the National Information Exchange Model (NIEM) standards.
- 7.3.7.1.21 Listed interfaces and exchanges shall not be considered all inclusive. Additional interfaces and

exchanges relevant to the Provider Management solution may be identified during development and implementation, and the selected Contractor shall coordinate with the State as appropriate.

- 7.3.7.1.22 System shall identify all providers who may have multiple provider type enrollments, multiple sites for a single provider ID, and link these to one specific provider (i.e., via NPI, SSN), which is easily searchable and retrievable.

## 7.3.8 Enrollment Maintenance

### 7.3.8.1 The Contractor, at a minimum, shall:

- 7.3.8.1.1 Enroll, dis-enroll, suspend or terminate, all associated Provider IDs based on flexible selection criteria, either individually or by mass with one action, when information is received from various sources (i.e. Provider, Licensing Boards, Federal Data Bases, and Medicare).
- 7.3.8.1.2 On a monthly basis, identify providers that have no claim or encounter activity for a continual period of eighteen (18) months or longer. This monthly list shall be made available to LDH Provider Enrollment/Program Integrity staff for review and approval for termination due to inactivity.
- 7.3.8.1.3 Conduct monthly monitoring of Provider fraud and abuse sanctions between enrollment, re-enrollment, credentialing and re-credentialing cycles including the following:
- **OIG (Office of Inspector General) sanctions:** This includes state and federal sanctions. Currently the system checks on a monthly basis against the provider, owners and employees. This check runs against the entire provider file.
  - **The Death List/SSA Death Master File:** A monthly national file used to verify Social Security numbers and dates of death for the individual practitioner, owners, authorized officials, delegated officials, and supervising physicians. This information is also validated during the enrollment process.
  - **Excluded Parties List:** A monthly national file used to verify if providers, owners or employees are included within the file.
  - **Licensure Boards:** The license database is updated with current status and license date.

- NPDB (National Practitioner Data Bank): This will only be verified during initial and re-credentialing activities
- NPPES (National Plan and Provider Enumeration System): This validation is done as part of initial enrollment process only to validate the national provider identifier on the enrollment application.
- LEIE (List of Excluded Individuals and Entities): This includes state and federal sanctions. This check runs against the entire provider file.
- All licensure verifications and any other database checks recommended by Contractor and/or LDH.
- Contractor must review board orders for the purpose of identifying any restrictions, expirations, suspensions, probations, limitations or revocations. If Contractor recommends a Provider be terminated for any of the above reasons, the Contractor must notify LDH to send the appropriate termination letter and appeal rights.
- Contractor shall send notices to Providers whose credentials are approaching expiration. If the Provider does not respond or if the credentials expire, LDH will issue a notice of termination.

7.3.8.1.4 Provide a revalidation indicator based on timelines, and risk level category.

7.3.8.1.5 Allow multiple addresses (location and Post Office boxes) per Provider, in addition to phone numbers, fax numbers and email addresses while maintaining current and historical address capabilities.

7.3.8.1.6 Support and maintain a Master Provider File (MPF), including but not limited to, Provider enrollment, ownership, monitoring, demographics, and sanctions.

7.3.8.1.7 Interface with LDH's Program Integrity sanctions databases.

7.3.8.1.8 Develop a process, in accordance to LDH's Policy, to update a provider's information utilizing information from LDH's Health Standards, Pharmacy Board and other Licensing Boards (such as but not limited to address changes, bed count changes, provider closures, expired and/or restricted licenses).

- 7.3.8.1.9 Identify individual professional Providers who are participating in the Louisiana Deferred Compensation Plan. Contractor shall not allow deduction transactions if there is a Tax Identification Number (TIN) or Employer Identification Number (EIN) in an active field of that file. All Deferred Compensation providers must have their file set-up based on their Social Security number for tax purposes.
- 7.3.8.1.10 Maintain Electronic Funds Transfer (EFT) information for providers. Develop the capability to put any outgoing funds transfer on 'Hold' or 'Suspend'. Have the capability to receive notifications from the bank regarding closed bank accounts done by the bank. Have the capability to search by Routing and Account numbers. Have the capability to identify which providers share the same bank Routing and Account numbers.
- 7.3.8.1.11 Provide a mechanism to allow electronic claims submission to be done by the provider or their designated Third Party Billing Agent. All Biller/Submitter information must be linked to each specific provider. The file shall maintain multiple billing and submitter information segments with begin and end dates, that cannot be over written.
- 7.3.8.1.12 Incorporate the current electronic claim submitter indicators (called media codes), with associated begin and end dates, to ensure only approved providers, submitters and receivers are allowed to submit claims electronically, check recipient eligibility and/or retrieve claim data.
- 7.3.8.1.13 Collect and maintain a social security number for each independently billing provider and a TIN/EIN number for each provider billing through an entity/business. The Contractor shall verify that the legal name and the TIN/EIN match the Internal Revenue Service's file, preferably via electronic verification with the IRS. The system shall have the capability to input and maintain multiple occurrences of the TIN/EIN with date ranges. Contractor will reconcile miss-match reports received annually from the Internal Revenue Service. The system will require an indicator function to allow funds to be withheld from the provider as directed by the Internal Revenue Service. Contractor shall be responsible for any IRS penalty assigned to LDH for erroneous information due to a keying error or ineffective verification.

- 7.3.8.1.14 Qualify all prospective providers for a negative balance of funds owed to the State. Providers will not be allowed to be enrolled until such negative balance is paid.
- 7.3.8.1.15 Develop an on-line process to prevent, detect and report when a provider has more than one enrollment (duplicate) per provider type. The process must have the capability to flag providers with the same TIN/EIN, same address and same provider type.
- 7.3.8.1.16 Have the capability to capture provider rates for claims payment on those provider types requiring a rate (i.e., Master Provider File, Usual and Customary, and Case Mix).
- 7.3.8.1.17 Have a system which captures and updates Clinical Laboratory Improvement Amendments (CLIA) information and the specific procedures each laboratory is authorized to cover. Have the capability to accept weekly updates from the CMS database supported by the Online Survey Certification and Reporting (OSCAR) link, for use in claims adjudication.
- 7.3.8.1.18 Collect the Provider's National Provider Identifier (NPI) in a way that is compatible with the current claims processing system. Each provider ID (that is not classified as A-Typical) must have at least one unique NPI. A Provider ID may have multiple NPIs unique only to that one Provider ID. If the same NPI is used by multiple Provider IDs, then all the NPIs must have a Tie-Breaker of either a Taxonomy or Zip Code plus four (+4).
- 7.3.8.1.19 Develop an improvement survey to determine customer satisfaction with the ease of the SaaS system for the Provider Enrollment process. The survey will be offered to all customers using the system and a push is to be done on a random sample. Results will be documented and reported monthly.
- 7.3.8.1.20 Propose a strategy to coordinate, track, schedule, and manage grievances and appeals across the Medicaid Enterprise.
- 7.3.8.1.21 Develop a grievance and appeals process in conjunction with LDH and the Division of Administrative Law, which is compliant with Federal guidelines contained in 42 CFR §455.422 or its successors. The process developed must include tracking, monitoring, and reporting.

- 7.3.8.1.22 Maintain a Medicare/Medicaid Cross-Reference function which allows for the Medicaid number to be sequenced by each provider's Medicare Legacy identification number.
- 7.3.8.1.23 Provide for provider enrollment termination functionality via a web portal.
- 7.3.8.1.24 Collect, review, and assemble termination information electronically while maintaining hard copies as required for original signatures or other requirements and transmit to the State for final disposition.
- 7.3.8.1.25 Identify and notify individuals and other parties affected by the termination as directed by the State.
- 7.3.8.1.26 Coordinate with the State to identify all required termination notification, processes and timeframes.
- 7.3.8.1.27 Provide functionality to manage provider compliance with Medicaid provider enrollment participation regulations.
- 7.3.8.1.28 Provide functionality for termination notifications based upon LDH specifications.
- 7.3.8.1.29 Enter termination data in the MPF including stop payment dates and other claims processing information.
- 7.3.8.1.30 Maintain a process for tracking and updating information on pending terminations such as 30, 60, or 90-day terminations under facility-based programs.
- 7.3.8.1.31 Support manual provider enrollment termination processes.
- 7.3.8.1.32 Identify and take action based on LDH defined rules for providers with repeat violations.
- 7.3.8.1.33 Route provider applications to the appropriate approver.
- 7.3.8.1.34 Support the routine monitoring of provider information to ensure providers remain compliant with all Department Medicaid provider enrollment requirements based on a schedule and criteria established by the Department.

### 7.3.9 Reporting

- 7.3.9.1 The Contractor shall provide a report generation tool for use by LDH for developing ad hoc reports or performing inquiries.
- 7.3.9.2 Reports shall be made available on-line, or through another medium as specified by LDH, and shall include totals.
- 7.3.9.3 The Contractor shall allow for real-time operational reporting of all data fields to support LDH information needs.
- 7.3.9.4 The Contractor shall develop the following reports for submission to LDH based on stated frequencies:
  - 7.3.9.4.1 Licenses, certifications, and accreditations that are due to expire within thirty (30) calendar days (prior to date of expiration);
  - 7.3.9.4.2 Expired and renewed licenses at least monthly or as further directed by LDH;
  - 7.3.9.4.3 Reports and tracking of grievances and appeals, to include the type of grievance and appeal, and their resolution on a weekly basis;
  - 7.3.9.4.4 Reports and tracking of appeals of provider enrollment adjudications at least monthly or as further directed by LDH;
  - 7.3.9.4.5 Report of all application denials and Providers, including Waiver providers, who have been terminated, as well as the reason for denial or termination at least monthly or as further directed by LDH;
  - 7.3.9.4.6 Report of all closed providers is to be sent to LDH's Bureau of Legal Services, as often as weekly if so determined, for Legal to identify and recoup any monies owed to the State (Negative Balances);
  - 7.3.9.4.7 Provider Enrollment Call Center systems shall register, track and issue monthly reports regarding provider inquiries and complaints, as well as their resolution and timeframe to respond to the complaint or inquiry; and
  - 7.3.9.4.8 Statistical reports necessary to monitor Provider Enrollment Call Center requirements as identified in *Attachment A Section 2.1.30*.
- 7.3.9.5 A list of reports to be derived from EA shall be created by writing code and shall be updated based on Joint Application Design

(JAD) sessions in conjunction with the Contractor, LDH and EA staff to ensure all data elements are captured. Types of reports shall include but not be limited to:

- 7.3.9.5.1 The number of enrolled Providers, by type, specialty, taxonomy code, risk category, NPI, recertification and re-enrollment dates;
  - 7.3.9.5.2 The number of Providers at various stages of enrollment, their state enrollment status, and choice of Managed Care Entity;
  - 7.3.9.5.3 Report identifying Providers who are currently linked and/or have changed practice arrangements (e.g., from one group practice to another) by Provider name, FFS Medicaid ID #, system ID #, type, and date of change, within a designated selected time frame, in addition to weekly, monthly, semi-annually and annually;
  - 7.3.9.5.4 Report of Providers in alphabetic and numeric order that can be generated by selected parameters such as Provider type, category of service, specialty, enrollment status and closure code if applicable;
  - 7.3.9.5.5 Report on credentialing/re-credentialing status including applications awaiting a decision, applications pending additional provider information, applications pending additional PSV information, new application requests, providers due re-credentialing within two months following the reporting period, approvals for new applications and re-credentialing, denials for new applications and re-credentialing, timeliness, and quality metrics; and
  - 7.3.9.5.6 Report of the Provider's credentialing data and results in a format useful to the Provider in determining whether or not to dispute a denial of credentialing.
- 7.3.9.6 The table below outlines the Department's expectations for delivery of reports. Deviations in due dates must be prior approved by the Department.

<b>Report</b>	<b>Due Date</b>
Ad Hoc	Within three (3) business days of report request date
Daily	By 7:00 AM CT the following business day
Weekly	By the following Monday at 7:00 AM CT
Monthly	By the fifteenth (15 <sup>th</sup> ) of the following month
Quarterly	By the fifteenth (15 <sup>th</sup> ) of the month following the end of quarter: Quarter 1: January 1-March 31 Quarter 2: April 1 – June 30

	Quarter 3: July 1 – September 30 Quarter 4: October 1 – December 31
Annual	Within thirty (30) calendar days of the year ended

7.3.9.7 If a due date falls on a weekend or State-recognized holiday, deliverables will be due the next business day.

## **8. Contingency Plan**

- 8.1 The Contractor, regardless of the architecture of its systems, shall develop and remain 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 conduct business in the emergency mode operational environment. Contractor shall maintain an emergency generator with adequate capacity to continue basic operations in the event of a disaster surrounding its place of business. This generator will be run on natural gas fuel or multi-fuel. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.
- 8.2 The Contractor shall submit a Contingency Plan to LDH no later than thirty (30) calendar days from the date the contract is signed. Additional penalties may be imposed on the Contractor if the Contingency Plan is not received by LDH prior to the beginning of the Atlantic Hurricane season. At a minimum, the Contingency Plan shall address the following scenarios:
  - 8.2.1 The central computer installation and resident software are destroyed or damaged.
  - 8.2.2 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.
  - 8.2.3 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.
  - 8.2.4 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.
- 8.3 The Contingency Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.

- 8.4 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, and provide results to the Department within ten (10) business day of the conclusion of the test. 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.
- 8.5 The Contractor shall maintain a system that supports a Recovery Point Objective (RPO) and Recovery Time Objective (RTO) for the following:
- In a datacenter environment, the RPO shall be no greater than fifteen (15) minutes and a RTO no greater than fifteen (15) minutes.
  - In the event of a catastrophic event that requires the failover between datacenter environments, the RPO will be no greater than two (2) hours and a RTO no greater than eight (8) hours.

The final Disaster Recovery (DR) and Business Continuity (BC) configuration and backup strategy is subject to the State's approval. The Contractor, in conjunction with the State, will perform a test of the DR plan at a minimum annually.

## **9. *Transition Plan***

- 9.1 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.
- 9.2 The Contractor shall submit a Transition Plan that outlines the procedures and timelines to ensure continuity of services. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the transition tasks. The Transition 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.
- 9.3 The Transition Plan must include procedures that shall, at a minimum, comply with the following stipulations:
- 9.3.1 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.

- 9.3.2 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 transfers must be compliant with the HIPAA Rules, and Department standards for information exchange.
  - 9.3.2.1 The Contractor shall submit all transferred data to the Department to be verified by the Department or the subsequent Contractor. All transferred data from the Contractor must meet the Department data transfer criteria.
  - 9.3.2.2 If the Contractor does not adequately meet the Department data transfer criteria, the Department reserves the right to hire an independent contractor to assist the Department in obtaining and transferring all required data and to ensure that all the data are HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the Contractor.
- 9.3.3 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.
- 9.4 The Transition Plan must be adhered to within thirty (30) calendar days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.
- 9.5 If the contract is not terminated by written notification as provided above, the Contractor shall propose a Transition Plan twelve (12) 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.

## **10. *Project Management***

- 10.1 Proposer shall describe the change or work order process to be utilized, including how and when the processes will be utilized. The description at a minimum, shall include but not be limited to:
  - 10.1.1 Technical requirements,
  - 10.1.2 Services or resources needed,
  - 10.1.3 Performance objectives,
  - 10.1.4 Deliverables, and
  - 10.1.5 Work to be performed.

## **11. *Fraud and Abuse***

- 11.1 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. The Contractor shall provide information on its policies and procedures and obtain prior approval from LDH before implementation. LDH shall not withhold approval unreasonably.

- 11.2 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.

## **12. Technical Requirements**

- 12.1 The Contractor will be required to transmit all data that is relevant for analytical purposes, into the Enterprise Architecture Data Warehouse, to LDH on a regular schedule in preferred XML format but subject to change. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. File exchanges for this purpose will be transmitted via the Enterprise Architecture Enterprise Service Bus or SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 12.1.1 The Contractor is responsible for procuring and maintaining hardware and software resources that are sufficient to successfully perform the services detailed in this SFP.
- 12.1.2 The Contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this SFP.
- 12.1.3 Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources that are relevant to successful completion of the requirements of this SFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources that are relevant to the successful completion of the requirements of this SFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- 12.1.4 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 12.1.5 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).
- 12.1.6 System Security Plan (SSP). The SSP, must identify the level of privacy and security controls required by LDH to protect the confidentiality, integrity, and availability of the Medicaid enterprise solution and its information to address the requirements within MARS-E Version 2.0, 45 CFR §155.260, LDH agreements with CMS, and applicable federal and state laws and regulations (i.e., 45 CFR Parts 160, 162, and 164—HIPAA).

The scope of this SSP covers the Provider Management (PM) Module boundary that is comprised of the PM application components, the OTS-

provided infrastructure components used to directly support PM, and agency-level (LDH/OTS) policies and procedures that are applicable to LDH, OTS and PM.

12.1.6.1 The contractor must provide, within thirty (30) days of contract execution an initial Louisiana specific System Security Plan covering Personal Health Information (PHI), Personally Identifiable Information, and system security which incorporates:

12.1.6.1.1 HIPAA (45 CFR Parts 160, 162, and 164)

12.1.6.1.2 MARS-E 2.0

12.1.6.1.3 45 CFR §155.260

12.1.6.1.4 The State of Louisiana Information Security Policy

12.1.6.1.5 NIST SP 800 -1222

12.1.6.2 The contractor will also provide for continued development of the SSP to include updates, a baseline, a final version, and annual updates as required by CMS.

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

12.1.8 All Contractor utilized computers and devices must:

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

12.1.8.2 Have installed all security patches that are relevant to the applicable operating system and any other system software.

12.1.8.3 Have encryption protection enabled at the Operating System level.

12.1.9 The Contractor shall integrate and utilize the various components of the Enterprise Architecture as prescribed by *Attachment G*.

12.1.10 Contractor shall be responsible for any costs associated with the State's participation in on-site audits or other oversight activities that result when required systems are located outside of the State of Louisiana.

12.1.11 The Contractor shall provide a solution that provides access to business functionality through one (1) single online access point in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*.

12.1.12 The Contractor shall provide a solution that supports the three (3) most popular browser versions (to be determined).

12.1.13 The Contractor shall provide a solution that supports Single Sign-On (SSO) functionality in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*.

12.1.14 The Contractor shall provide a solution that is developed using a role-based access restriction schema through credentialing.

- 12.1.15 The Contractor shall design the User Interface (UI) using responsive design.
- 12.1.16 The Contractor may develop the solution using enterprise business rules management (i.e., IBM Decision Center), in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*, allowing rules to be managed independent of the solution's code.
- 12.1.17 The Contractor shall provide a solution that provides functionality to display field and page level edits/alerts supportive of LDH data entry and consistency requirements.
- 12.1.18 The Contractor shall adhere to the Department's guidelines for managing and performing data management, storage optimization and consolidation.
- 12.1.19 The Contractor may provide a solution that incorporates electronic document management and workflow management systems/components (IBM Case Foundation, Content Manager, Enterprise Records Foundation) configured to support the provider enrollment process in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*.
- 12.1.20 The Contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this SFP.
- 12.1.21 The Contractor shall support the Project's data governance (based on SDLC activities) process and structure that is consistent with those in place with the Department.
- 12.1.22 The Contractor shall support the Department's governance practices and policies throughout the SDLC.
- 12.1.23 The Contractor shall provide a solution that supports the capability to transition current batch processes to real-time processing.
- 12.1.24 The Contractor shall provide a solution that supports both batch and real-time processing.
- 12.1.25 The Contractor shall provide a solution that provides visibility into interfaces with internal and external systems, applications and services, enabling them to be monitored by state staff.
- 12.1.26 The Contractor shall adhere to the Department established business intelligence, analytics, and enterprise-wide metrics, performance measures and established service level agreements (SLAs).
- 12.1.27 The Contractor shall adopt the Department business relationship management (BRM) policies and practices.
- 12.1.28 The Contractor shall develop a standards-based architecture based on established LDH, CMS (MITA Framework), and industry standards and best practices.

- 12.1.29 The Contractor shall provide a solution that supports relationship tracking between system actors/users (e.g., between beneficiaries and providers) and services requested/received.
- 12.1.30 The Contractor shall provide a solution that supports a Service Oriented Architecture (SOA) utilizing services as the standard means of accessing application data and functionality.
- 12.1.31 The Contractor shall provide a solution that provides a Service Oriented Architecture (SOA) that provides a standard interface for data exchange services.
- 12.1.32 The Contractor shall provide a solution that provides a Service Oriented Architecture (SOA) by using industry best practice in alignment with the Department's EA and State policies.
- 12.1.33 The Contractor shall provide a solution that supports a Service Oriented Architecture (SOA) by physically and logically separating Database Layer, Presentation layer, Business logic layer via a N-Tier architecture.
- 12.1.34 The Contractor shall provide a solution that uses the EA ESB for internal and external real time interfaces in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*.
- 12.1.35 The Contractor shall provide a solution that uses an Enterprise Service Bus (ESB) to expose identified API's to the internet (as identified) in compliance with the State's Enterprise Architecture outlined in *Attachment G*.
- 12.1.36 The Contractor shall provide a solution design that uses intrastate standardized business rule definitions separate from core programming to align with the Modularity requirement of MITA.
- 12.1.37 The Contractor shall adopt the Department's specifications for and management of business processes in conformance with BPM standards.
- 12.1.38 The Contractor shall adhere to the Department, state, CMS and HHS standards and requirements for development and testing.
- 12.1.39 The Contractor shall provide a solution that supports secure user authentication through Single Sign-On (SSO) functionality in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*.
- 12.1.40 The Contractor shall provide a solution that supports RESTful and/or SOAP-based web services for coordination/integration with disparate systems, applications and/or services in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*.
- 12.1.41 The Contractor shall adhere to the Department's defined configuration management methodology and/or practices.

12.1.42 The Contractor shall provide a solution that performs user authentication using a public key infrastructure in compliance with the State's Enterprise Architecture strategy outlined in *Attachment G*.

12.1.43 The Contractor shall provide a solution that provides access to system users through an online, browser-enabled user interface (via secure HTTP) and without requiring manual distribution of specialized client software.

## 12.2 Data Management

12.2.1 The Contractor shall develop a data management plan that describes how the contractor will manage the Department provider data. The data management plan shall be aligned to the LDH Data Management Strategy. The Data Management Plan shall include but not be limited to:

12.2.1.1 Data Management roles & responsibilities including identification of LDH/Contractor data stewards/custodians;

12.2.1.2 Data Management processes & procedures;

12.2.1.3 Data Standards; and

12.2.1.4 Data Flow diagrams.

12.2.2 The Contractor shall identify a strategy within the plan that identifies how the Contractor will collaborate with the States Enterprise Architecture standards, policies, processes and technology to manage:

12.2.2.1 Master Data Management (MDM);

12.2.2.2 Data Warehouse; and

12.2.2.3 Document Management.

12.2.3 The Contractor shall perform data quality checks on all data based on the type of data and criteria established by LDH.

12.2.4 The Contractor shall identify data standards that are aligned to the standards established by the Department including Health Insurance Portability and Accountability Act of 1996 (HIPAA) data standards. Any data standards that cannot be met by adopted Department data standards, must be based on the MITA Framework, industry and/or national data standards.

12.2.5 The Contractor shall develop and maintain a Logical Data Model that identifies all the data/information required to support the Department provider management business needs. The Logical Data Model components shall include, but not be limited to, elements found in *Attachment A Section 7.3.7.1.11* and the following:

12.2.5.1 Data classes;

12.2.5.2 Data class descriptions;

12.2.5.3 Data attributes;

12.2.5.4 Data types;

12.2.5.5 Relationships;

12.2.5.6 Applicable data standards; and

12.2.5.7 Code sets.

12.2.6 The Contractor shall align all relevant architectural models to the relevant LDH Enterprise Architectural model. This includes but is not limited to the following:

- 12.2.6.1 Enterprise Conceptual Data Models;
- 12.2.6.2 Enterprise Logical Data Models;
- 12.2.6.3 Business process models;
- 12.2.6.4 Data model diagrams; and
- 12.2.6.5 Technical Service models.

12.2.7 The Contractor shall provide all relevant metadata. The format used to transmit metadata shall be determined by the Department.

12.2.8 The Contractor shall support the upload and maintenance of relevant metadata into the Department metadata repository. The metadata may include but not be limited to data entities, descriptions, attributes, models, relationships, messages, exchanges, standards and data types.

### ***13. Resources Available to Contractor***

13.1 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. The Contractor may recommend additional State staff to be available during the contract.

## **ATTACHMENT B – CONTRACTOR 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 the contract, Workers' Compensation insurance which shall comply 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 Contractors shall maintain during the life of the contract, such Commercial General Liability insurance, including Personal and Advertising Injury Liability, which 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 which 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 the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no later than thirty (30) calendar days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy.

#### **e. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$3,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall

provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

## **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 thirty (30) calendar days written notice has been given to the Department. Ten (10)-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**

The 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, the 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**

The Contractor shall include all subcontractors as insured 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.

## **ATTACHMENT C – SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

### **1. CONTRACT**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

### **2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)*

#### **2.1. PERFORMANCE REQUIREMENTS**

#### **2.2. PERFORMANCE MEASUREMENT/EVALUATION**

#### **2.3. VETERAN AND HUDSON INITIATIVE PROGRAMS**

During the term of this contract and at expiration, the Contractor will 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.

### **3. CONTRACT MODIFICATIONS**

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.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **4. 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.

## **5. HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

## **6. PAYMENT TERMS**

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in this Contract.

## **7. DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

## **8. TAXES**

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all State and local sales and use taxes.

## **9. TERMINATION**

### **9.1. TERMINATION OF THIS CONTRACT 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, or failure to fulfill its performance obligations pursuant to this 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such 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.

The 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 State's failure and a reasonable opportunity for the State to cure the defect.

### **9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds 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 are not appropriated.

## **10. OWNERSHIP**

All records, reports, documents, software, or other materials 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, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All records, reports, documents, software, and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this contract.

## **11. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **12. WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## **13. WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 14. INDEMNIFICATION AND LIMITATION OF LIABILITY

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 this 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 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 in the performance of this contract, 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.

Contractor will indemnify, defend and hold the State 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, Materials, or Services 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 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) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State'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 State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction 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. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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 for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein 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 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.

## **15. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) Part I Section 1.30, Part I Section 1.31 and Attachment B of this SFP)*. The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

## **16. LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **17. 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.

## **18. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **19. SUBSTITUTION OF PERSONNEL**

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any key personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **20. ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, pledge, joint venture, or hypothecation of right or responsibility to any person, firm or corporation, without prior written approval from the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **21. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **22. CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry 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 the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State 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 the State to be adequate for the protection of the State'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.

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.

## **23. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

## **24. RIGHT TO AUDIT**

The State Legislative Auditor, federal auditors, which includes anyone from CMS, and internal auditors of the Department of Health, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **25. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

## **26. CONTRACTOR'S COOPERATION/CLOSE-OUT**

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 to withhold State owned documents.

## **27. COMMISSIONER'S STATEMENTS**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the SFP 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 his or her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

## **28. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and

property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **29. TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than the initial period of sixty (60) months, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for an additional five (5) successive twelve (12) month periods.

## **30. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **31. COMPLIANCE WITH CIVIL RIGHTS LAWS**

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **32. RECORD RETENTION**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

## **33. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

## **34. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

## **35. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **36. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

### **37. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **38. 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 La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this SFP; and this contract. 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.

### **39. INDEPENDENT ASSURANCES**

It is not the intent of this policy to needlessly increase the operational expense of any (current or potential) third party, but rather to ensure the controls and mechanisms required for data protection are implemented, managed, and monitored in order to prevent the loss or exposure of the State's Confidential or Restricted Data. Due to the sensitive and legally protected nature of certain data (Insert Agency Name) anticipates exchanging with the Contractor, specific information security requirements and procedures will at all times and in all cases be strictly enforced. Responsive bidders must possess, or be in active pursuit of, SSAE 16 SOC-2 Type II (Type 2) Annual Audit Attestation and must furnish evidence of such attestation, or application for such attestation, no more than three (3) business days after initial award or of contract renewal. Additionally, such documentation must be made available for review by the State upon written request at any time throughout the contract performance period. Failure to provide this documentation, or failure to renew the validity of this documentation, shall constitute a review of Information Security controls by the State Information Security Team, which may or may not result in a documented remediation plan to address any identified control gaps. The Contractor shall agree to implement recommendations as suggested by the audits or the State Information Security Team within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 16 audit is to be borne by the Contractor and it shall be included in the cost being proposed in response to this SFP.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, and/or fully cooperate with other organizations, such as third party Quality Assurance (QA), Independent Verification and Validation (IV&V), or other internal project/program reviews or audits.

All data received, transmitted, or produced in connection with, as a result of, or pursuant to this contract shall be the exclusive property of LDH and shall be returned to LDH, or securely destroyed by the contractor, at the satisfactory conclusion of the task order. All such data shall be maintained in strict confidentiality and shall not be disclosed, shared, or used except to satisfy one or more of the terms of this contract. Parties releasing any protected data shall be subject to severe state and federal civil and criminal penalties.

The Contractor shall agree to protect and maintain the security of State-provided data using commercially reasonable measures and protection methods, to protect from unauthorized access or disclosure all such data. The Contractor shall agree that all electronic data provided by the State or resulting from this contract, or from a task order issued under this contract, shall be stored, transmitted, and processed in such a way that prevents their physical reconstruction by any party. The contractor shall perform all data sanitization in compliance with the most recently approved NIST Special Publication 88. Additionally, the contractor shall provide the State upon request and in a reasonable timeframe with detailed sanitization logs, which shall include HDD serial

numbers, the sanitization method utilized, and an indication of the success or failure of the sanitization process. The contractor shall log and notify LDH of any data sanitization resulting from print errors or process function.

The State, through its duly authorized agent(s), shall have the right, with proper written notice, to enter the contractor's facilities at any time during which work is performed under this contract, for the purposes of inspecting and assessing work in progress respective to information security, conducting a comprehensive information security audit, and/or for making recommendations and issuing directives to the contractor to assess, address, limit, or eliminate potential information security risks. If at any time during the contract performance period the State, or its duly authorized agent(s), determines that work performed or in progress, or the manner or process whereby work is performed, does not satisfy the contract requirements regarding information security, the State, through its Information Security Team, shall have authority to suspend all or part of the contract until such time as the vendor, through good faith effort, has mitigated or eliminated the identified information security risk.

**40. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**41. ORDER OF PRECEDENCE**

The Solicitation for Proposals (SFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, this SFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to this SFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:  
\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:  
By: \_\_\_\_\_  
Title \_\_\_\_\_

Phone No.: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Procurement

Date: \_\_\_\_\_

## **ATTACHMENT D – 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 rejected and eliminated from consideration. Proposals will be scored following the methodology stated in Part III Evaluation.

- This cost proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the State. The State reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry norms.
- A zero dollar rate is not acceptable for any Cost Category.
- All one-time implementation costs should include costs for development and implementation of the functionality, and shall not include ongoing operational costs.

The worksheet shall include all anticipated costs of successful implementation of deliverables outlined in this SFP.

PROPOSER:						
Line	Itemized Costs	Year 1	Year 2	Year 3	Year 4	Year 5
1	Direct Labor Salary/Wage	\$	\$	\$	\$	\$
2	Administrative Labor Salary/Wage	\$	\$	\$	\$	\$
3	Subcontract Labor	\$	\$	\$	\$	\$
4	Other Cost	\$	\$	\$	\$	\$
5	DDI for SaaS	\$	\$	\$	\$	\$
6	Ongoing Maintenance	\$	\$	\$	\$	\$
7	Biometrics	\$	\$	\$	\$	\$
8	TOTAL COSTS (Sum of Lines 1-7)	\$	\$	\$	\$	\$

Total Cost of Contract Years 1-5 (Sum of all amounts on Line 8)	\$
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## ATTACHMENT E – CERTIFICATION STATEMENT

### CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of this Solicitation for Proposals (SFP), including attachments.

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

PROPOSER	
LaGOV VENDOR NUMBER	
DATE	
OFFICIAL CONTACT NAME	
EMAIL ADDRESS	
FAX NUMBER	
PHONE NUMBER	
STREET ADDRESS	
CITY, STATE, ZIP	

Proposer certifies that the above information is true and grants permission to the 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 SFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in this SFP 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 SFP.
4. Proposer's technical and cost proposals are valid until such time as an award is made.
5. Proposer understands that if the contract discussion period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **fifteen (15) business** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.
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 "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly 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 F – HIPAA BUSINESS ASSOCIATE ADDENDUM**

This HIPAA Business Associate Addendum is hereby made a part of this SFP in its entirety as Attachment F to this SFP.

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either:  
(a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. **Definitions:** As used in this addendum –
  - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 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 the contract and addendum as required by the HIPAA Rules and by the 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 the 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 the contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 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 the 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 the contract and addendum, report such disclosure in writing to the LDH Contract Monitor. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option

- of LDH, any harm or damage resulting from any use or disclosure which violates the contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
  10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
  11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
  12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
  13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.
  14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
  15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in the contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
  16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
  17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

## **ATTACHMENT G - ENTERPRISE ARCHITECTURE INTEGRATION REQUIREMENTS**

### **1. Overview**

The State has made a significant investment in a hardware and software platform to form the foundation for development and hosting of statewide enterprise systems. The Enterprise Architecture (EA) platform consists of seven core components hosted on a hyper converged infrastructure spanning two State-owned data centers in an active-active configuration. This highly available platform (99.99% uptime) should be utilized for all enterprise or mission critical applications. The State has employed the core concepts of the software defined data center (SDDC); converging storage, networking, and compute resources into a single lifecycle model.

The platform is monitored through the coordinated use of the following tools: infrastructure and network monitoring, application performance monitoring (APM), security information and event management (SIEM), and log aggregation. This suite of tools allows the State to track and monitor the overall health and operation of the platform and to quickly respond to performance demands. A significant investment has been made in a DevOps approach and tooling including IT build and deployment automation.

In addition to the EA platform, the EA initiative provides for standardization of other areas of the software development lifecycle (SDLC). The State provides tools for project management, requirements definition, risks, issues, and other project documentation and artifacts. Contractors must use these State provided tools as part of the project management lifecycle.

### **2. Operations and Governance**

The Enterprise Architecture is designed on Information Technology Information Library (ITIL) v3 and The Open Group Architectural Framework (TOGAF) v9.1 frameworks. Integrating solutions shall adhere to the State's Enterprise Architecture Governance processes to include:

- a. Change and Release Management
  - i. Changes to Production must be submitted to the State's EA Change Control Board (CCB) for evaluation
- b. Performance Management
  - i. Monitor and Report on Key Performance Indicators in accordance with Industry Best Practices
  - ii. Real-time Business and IT dashboards will be published
  - iii. Integrating systems shall define uptime and performance SLAs as part of any resulting contract
- c. Incident and Problem Management
  - i. Any event that results in the violation of a Service Level Agreement (SLA) will require a Root Cause Analysis to be performed and reported to the State's CCB
- d. Availability Management
  - i. High Availability and Enterprise Business Continuity and Disaster Recovery Plans (eBC/DR) will be tested and certified annually
  - ii. eBC/DR plans will align with agreed upon Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)

In alignment with TOGAF, the Integrator will align their solution with the State's Data, Application, and Infrastructure Architectural Domains. All artifacts will be maintained and update as required to reflect changes to both business strategy and IT technologies.

### 3. Software

The seven components include the following:

- a. **Identity Access Management/Single Sign On (IAM/SSO)** - All users, both internal and external, will be validated through a common security portal
- b. **Enterprise Service Bus (ESB)** - Applications will communicate through the ESB to access the other components using standardized SOAP or REST API calls.
- c. **Master Data Management (MDM)** - Stores common, shareable, reusable records, such as for an "applicant" or a "provider," to improve data integrity within and across applications.
- d. **Data Warehousing (DWH)** – Statewide data storage system that will allow for cross application or even statewide reporting of information
- e. **Electronic Document Storage (EDMS)** - Document storage system that will allow flexible and scalable storage of a variety of file types
- f. **Consumer Communications (CC)** - Allows for the production and distribution of internal and external communications (print, email, SMS).
- g. **Business Rules Engine (BRE)** - Create and maintain the rules that underlie the decision logic within an application

### 4. Key Goals

1. The particular business application platform is irrelevant to the use of the EA component except in the methodology used to integrate. State standards require custom built, transfer, or non-COTS/SaaS systems to be developed in Java and/or C#/.Net
2. All applications or systems integrating into the EA must integrate into these components using only standard SOAP/REST APIs or connectors.
3. All applications or systems integrating into the EA must integrate through the IAM and the ESB components, irrespective of which of the other five components will be used.
4. All integrations must be reviewed and approved through the State's EA governance board.

## 5. Technology Stack

### Infrastructure

Item	Vendor	Description
<b>Nutanix</b>	Nutanix/Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance
<b>ESXi</b>	VMware	
<b>vCenter</b>	VMware	
<b>NSX</b>	VMware	
<b>SRM</b>	VMware	
<b>Windows Server</b>	Microsoft	Standard OS for Windows
<b>RedHat Enterprise Linux</b>	RedHat	Standard OS for Linux
<b>MS SQL Server</b>	Microsoft	Enterprise Database/Storage Engine

### Core Components

Item	Vendor	Description
<b>Decision Center, Decision Server</b>	IBM	Business Rules Engine (BRE)
<b>Exstream</b>	HP/Opentext	Client Communications, Correspondence Generation (CC)
<b>Pentaho</b>	Hitachi Data Systems	Data warehouse and Analytics (DWH)
<b>Case Foundation, Content Manager, Enterprise Records Foundation</b>	IBM	Electronic Document Management (EDMS)
<b>webMethods</b>	Software AG	Enterprise Service Bus (ESB)
<b>Identity Manager for Consumers and Business Users, Identity Suite, Single Sign On</b>	CA	Security integration product; includes access management, directory services integration capability, and identity management (IAM/SSO)
<b>OmniGen</b>	IBI	Master data management suite (MDM)

## Performance, Monitoring, & Lifecycle Management

Item	Vendor	Description
<b>Nagios</b>	Nagios	Infrastructure monitoring/alerting
<b>NewRelic APM</b>	NewRelic	Application performance monitoring
<b>Splunk</b>	Splunk	Operational Intelligence
<b>Github Enterprise</b>	Git	Source Code Repository
<b>Bamboo</b>	Atlassian	Continuous Integration, Deployment, and Delivery
<b>Puppet Enterprise</b>	Puppet	DevOps/Automation
<b>JIRA</b>	Atlassian	Issue & Project Tracking
<b>Jama</b>	Jama Software	Requirements Tracking & Control
<b>McAfee Enterprise Security Manager</b>	Intel	Security Information & Event Management
<b>IBM Workload Scheduler</b>	IBM	Job Scheduling
<b>MoveIT</b>	Ipswitch	Enterprise Managed File Transfer

## ATTACHMENT H – MANDATORY REQUIREMENTS CHECKLIST

<b>LOUISIANA MEDICAID PROGRAM PROVIDER MANAGEMENT MANDATORY REQUIREMENTS TO PROPOSE SFP #</b>	
<b>PROPOSER NAME</b>	
<b>This form must be completed and submitted with the proposal.</b>	
<p>In responding to this SFP, the Proposer should adhere to the specifications outlined in <i>Part I Section 1.6</i> and Part II of this SFP. 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 the last Attachment of your proposal. Proposals will be reviewed 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 SFP (including but not limited to the items listed below) will be disqualified from the evaluation process immediately. LDH 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  <b>Any proposal submitted without all mandatory requirements will be disqualified from the evaluation process immediately.</b>	Included / Not Included
	1. Provide the <b>Proposal Certification Statement</b> (located in <i>Attachment E</i> ) completed and signed in the space provided by an individual empowered to bind the Proposer to the provisions of this SFP and any resulting contract. The Proposer must sign the Proposal Certification Statement without exception or qualification.	Included / Not Included
	2. Provide <b>references</b> as specified in <i>Part I Section 1.4</i> of this SFP.	Included / Not Included
	3. Include both a completed item-by-item <b>breakdown of costs</b> as specified in <i>Part II Section 2.6.1</i> and <b>Cost Worksheet</b> (located in <i>Attachment D</i> ) of this SFP.	Included / Not Included