



STATE OF LOUISIANA

**Division of Administration
Office of Technology Services**

REQUEST FOR PROPOSALS

For:

Medicaid Enrollment and Eligibility System

For

DHH – Medicaid

RFP #: 815200-20141217001

February 14, 2015

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Glossary

ADABAS: Adaptable Database System is Software AG's primary database management system.

Affordable Care Act (ACA): The comprehensive health care reform law enacted in March 2010. The law was enacted in two parts: The Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name "Affordable Care Act" is used to refer to the final, amended version of the law.

Applicant: an individual who is requesting assistance from the agency.

Application Lifecycle Management (ALM): The product lifecycle management (governance, development, and maintenance) of application software. It encompasses requirements management, software architecture, computer programming, software testing, software maintenance, change management, continuous integration, project management, and release management.

Application Suite: DHH Application Suite is designed to be a single access point for information related to the work of staff and through which new enterprise solutions will be delivered. It is a smart client application designed to host WinForm and Web solutions. It hosts a collection of applications within modules which are made available based on a role and rule based security system.

BENDEX: Beneficiary and Earnings Data Exchange: An automated data exchange system between the Social Security Administration (SSA) and certain state agencies which provides an accurate and economical means of timely informing the states about the SSA entitlement for Medicaid, Financial Assistance and SNAP recipients. This system serves as a data repository and inquiry system for Medicare information.

Business Rules Engine (BRE): An externalized repository of business logic, often written in natural syntax, which can be pointed to by numerous software programs operating in the same common environment for programmatic decisions. Allows program logic to be updated by business users without the need for editing and troubleshooting software code.

Can: Denotes a preference, but not a mandatory requirement.

Centers for Medicare and Medicaid Services (CMS): Federal agency within the Department of Health and Human Services providing oversight of the Medicare and Medicaid programs nationally.

Chief Information Officer (CIO): Senior executive providing leadership and insight regarding Information Technology.

CLIENT: A system managed by the Department of Children and Family Services used to determine whether an individual is known to a public assistance program administered by the Department of Children and Family Services or the Department of Health and Hospitals.

Commercial off the Shelf (COTS): An item that is commercially available, leased, licensed, or sold to the general public and which requires no special modification or maintenance over its life cycle.

Consumer Communications (CC): define a convergent set of Information Technology solutions that together provide organizations with the ability to advance the way that they communicate with their customers.

Contractor: The successful proposer who is awarded a contract

Data Warehousing (DWH): a system used for reporting and data analysis, which integrates data from one or more disparate sources into a central repository of data.

Department of Children and Family Services (DCFS): The Louisiana state executive branch agency whose vision is to keep children safe, help individuals and families become self-sufficient and provide a safe refuge during disasters.

Department of Health and Hospitals (DHH): The Louisiana state executive branch agency whose mission is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana.

Enterprise Architecture (EA): Enterprise architecture is the organizing logic for business processes and IT infrastructure reflecting the integration and standardization requirements of the company's operating model. The operating model is the desired state of business process integration and business process standardization for delivering goods and services to customers.

Electronic Case Record (ECR): The ECR is a custom system developed and maintained by DHH contract staff which enhances the eligibility determination process by having a single consolidated electronic case record for applicant/enrollees and by providing immediate desktop access to the documentation for Medicaid Eligibility staff and other sections of the Medical Proposer Administration.

Eligibility Systems Section: Section within the Department of Health and Hospitals, Bureau of Health Services Financing responsible for assuring the day to day operation of the Medicaid Eligibility Data System and other systems used by Medicaid eligibility staff to perform their tasks. This includes the Electronic Case Record (ECR), On-Line Application (OLA), Notices System (NiAS) and other ancillary applications used in the determination of eligibility.

Enrollee: anyone for whom Medicaid eligibility has been established and added to our eligibility files.

Extract, Transform, and Load (ETL): A process by which data is extracted from one source, prepared, and entered into a target database.

Federally Facilitated Marketplace (FFM): A new transparent and competitive insurance marketplace maintained by the Federal Government where individuals can buy affordable and qualified health benefit plans. In order to “shop” in the marketplace, an individual must submit an application. If an individual will be considered for MAGI-based Medicaid and for a federal subsidy to help them pay for the cost of qualified health benefit plan along with a cost sharing reduction. The FFM was previously known as the Insurance Exchange and the Federally Facilitated Exchange (FFE).

Family Independence Temporary Assistance Program (FITAP): A program administered by the Louisiana Department of Children and Family Services that provides temporary assistance for needy pregnant women and families with minor children under Title IV-A of the Social Security Act.

Federal Poverty Level (FPL): The defined income standard for eligibility for Medicaid programs.

Greater New Orleans Community Health Connection (GNOCHC): Demonstration waiver program which provides primary care services to eligible individuals in the Greater New Orleans area.

Health Insurance Portability and Accountability Act (HIPAA): The HIPAA Privacy Rule provides federal protections for personal health information (PHI) held by covered entities and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.

Identity & Access Management (IAM): the management of individual principals, their authentication, authorization, and privileges within or across system and enterprise

boundaries with the goal of increasing security and productivity while decreasing cost and downtime.

Information Technology (IT): Electronic devices controlling the flow of information using digital representation and manipulation techniques.

Joint Legislative Committee on the Budget (JLCB): Committee composed of the members of the House Committee on Appropriations, the Senate Finance Committee, and the Chairmen of the House Committee on Ways and Means and the Senate Revenue and Fiscal Affairs Committee.

Low Income Subsidy (LIS): interface used by the Social Security Administration to transmit applicant information to a DHH-accessible database for determination of eligibility in the Medicare Savings Program.

Long Term Care (LTC): a variety of services to help meet the needs of people with a chronic illness or disability who cannot care for themselves for long periods of time.

Louisiana Children's Health Insurance Program (LaCHIP): Louisiana's existing health insurance program for all eligible children in the state.

Louisiana Health Insurance Premium Payment (LaHIPP): Medicaid program which may pay some or the entire monthly health insurance premium for a policyholder and his/her family.

Master Data Management (MDM): a comprehensive method of enabling an enterprise to link all of its critical data to one file, called a master file, that provides a common point of reference.

May: Denotes a preference, but not a mandatory requirement.

Medicaid: A United States public health program which provides payment for health care services of eligible elderly, disabled and low-income persons. Medicaid is funded by both federal and state governments.

Medicaid Eligibility Data System (MEDS): The ADABAS Data System responsible for capturing, maintaining, and transmitting Medicaid eligibility. The MEDS system is vital to DHH to ensure established Medicaid eligibility is available for customers to receive services in a timely manner. The MEDS system is responsible for transmitting the Medicaid

eligibility data to the Department's Fiscal Intermediary, on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services performed.

Medicaid Information Technology Architecture (MITA): A progressive standard for state Medicaid IT architecture as defined by the Center for Medicaid and Medicare services. It presents a long-term strategy for modernizing state Medicaid computer systems and also interfacing data between state and federal agencies, recipients, and providers.

Medicaid Management Information System (MMIS): The department's fiscal intermediary responsible for Medicaid claims payment.

Modified Adjusted Gross Income (MAGI): An income and household determination methodology resembling tax rules used by the IRS.

Must: Denotes a mandatory requirement.

Natural/Construct CASE tool: Natural Construct is a set of tools for application developers. Created for Software AG's Natural/predict environment, it helps application developers achieve higher productivity goals than are obtainable using Natural and Predict alone.

Non-MAGI: Medicaid categories exempt from applying the MAGI methodology.

Notices in Application Suite (NiAS): The notice system is a custom system developed and maintained by DHH contract staff. It is used by the Department of Health and Hospitals, Medical Proposer Administration, and is located within Application Suite that generates notices.

Office of Technology Services (OTS): The Louisiana state office which is the centralized provider of IT support services for executive cabinet agencies of the State of Louisiana and designated it as the sole authority for information technology procurement.

Online Application System (OLA): Medicaid's Online Application System. OLA collects information from the public either directly or via application centers and has been available via the web to all citizens since 2007.

Original: Denotes must be signed in ink.

Personal Computer (PC): A computer built around a microprocessor for use by an individual, as in an office or at home or school.

Personal Health Information (PHI): Personal Health Information is individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.

Project Management Office (PMO): The group or department within a business, agency or enterprise that defines and maintains the standards and processes related to project management within the organization.

Proposer: An Individual or organization submitting a proposal to an RFP

Provider: an individual or group that provides medical services.

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Security Assertion Markup Language (SAML): an XML-based open standard data format for exchanging authentication and authorization data between parties, in particular, between an identity provider and a service provider.

Service Oriented Architecture (SOA): A software environment wherein methods are exposed via web services for modular consumption by a variety of different components, both internal and external to the runtime environment.

Shall: Denotes a mandatory requirement.

Should: Denotes a preference, but not a mandatory requirement.

Software Development Life Cycle (SDLC): The full range of activities used to successfully complete and deploy custom software from start to finish.

State Data Exchange (SDX): The State Data Exchange (SDX) provides detailed information about benefits received by Supplemental Security Income (SSI) applicants/recipients. It is used to verify SSI benefits in determining eligibility for various public assistance programs.

State Income and Eligibility Verification System (SIEVS): A system that compares and verifies income and resource information available from the Internal Revenue Service, Social Security Administration, Louisiana Workforce Commission and Louisiana Support

Enforcement Services.

Supplemental Nutrition Assistance Program (SNAP): The Economic Stability and Self Sufficiency program which provides monthly benefits to help low income households buy the food they need for good health.

Social Security Administration (SSA): Federal agency in charge of regulating and adhering to policies related to Social Security benefits.

Supplemental Security Income (SSI): Income supplement program under Social Security to provide a minimum monthly income to aged, blind and disabled persons.

TALX/The Work Number: A service of TALX Corporation, it is an outsourced service utilized by Medicaid staff to obtain online up-to-date employment and income verification for Medicaid enrollees.

User Acceptance Testing (UAT): Process used to validate system changes prior to implementation.

Will: Denotes a preference, but not a mandatory requirement.

I. GENERAL INFORMATION

A. Background

The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals 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.

DHH is comprised of Bureau of Health Services Financing (BHSF Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.

DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

The Eligibility Section within BHSF governs Medicaid enrollment operations, including IT systems. The Eligibility Section is responsible for managing the day-to-day operations of the Medicaid Eligibility Data System (MEDS). The Eligibility Section utilizes MEDS to meet operational needs related to eligibility determinations and enrollment. MEDS is the system used to capture, maintain, and transmit Medicaid eligibility information within the Department and to external agencies. MEDS is vital to DHH to provide Medicaid eligibility status and confirmation to external entities as necessary, allowing enrollees to receive services in a timely manner and ensuring that providers of Medicaid services can bill and receive payment for services performed.

Overview of Current Environment

Louisiana is a Determination State and has delegated authority to the Federally Facilitated Marketplace (FFM) to make determinations of eligibility for Medicaid and LaCHIP. Louisiana, however, is still responsible for making eligibility determinations for applications submitted directly to the State or referred by FFM. The State is also responsible for making eligibility determinations for State-specific programs.

Louisiana accepts applications for Medicaid through the Online Application (Louisiana's equivalent of the FFM's Single Streamlined Application), over the phone

with the help of a customer service representative (not IVR), and through the paper application form. Over-the-phone applications are keyed-in by the customer service representative on behalf of the applicant directly into the Online Application. Paper applications are scanned into the Electronic Case Record (ECR) system and then keyed into the paper-form-friendly version of the Online Application. Regardless of the application medium used by the applicant (i.e. paper, phone, online), all of the applications end-up in the central application intake repository, for processing by the automated eligibility determination and enrollment process.

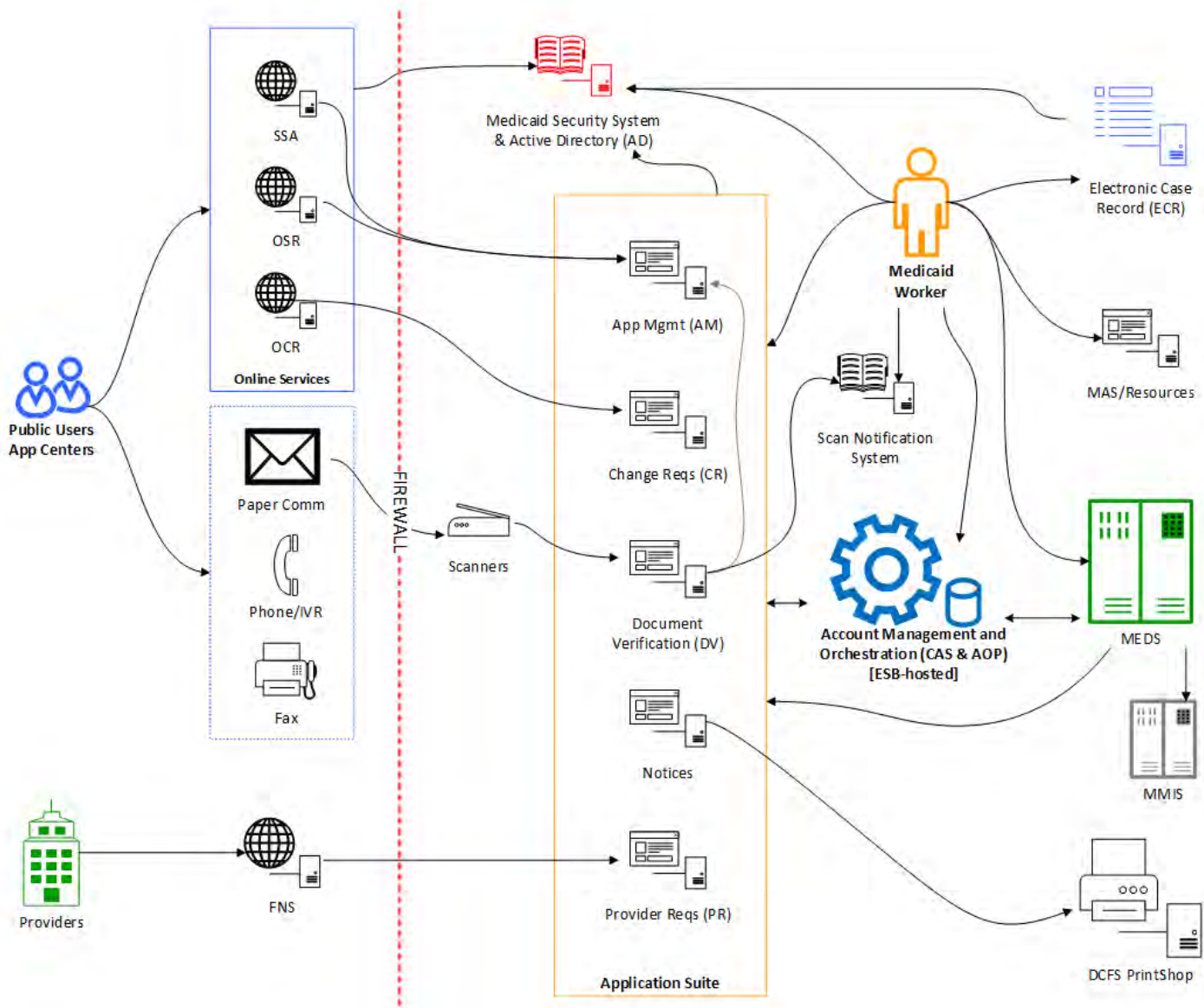
The automated eligibility determination and enrollment process uses various internal and external data sources to verify the information provided on the application (i.e. name, income, etc.), performs automated MAGI eligibility determinations, and automatically enrolls applicants in Medicaid whenever possible. If the automated process encounters any inconsistencies, ambiguities, errors, or is simply unable to determine eligibility for any program/category, the process notifies State workers of the issue and is suspended until the worker resolves the issue (e.g. insufficient income information, missing documentation, etc.).

MEDS is a legacy mainframe system operated by the Department of Children and Family Services (DCFS) and located in the Louisiana Information Services Building (ISB) in Baton Rouge. Multiple State systems for various programs operate concurrently on this mainframe. Eligibility determination business logic is written in Software AG's Natural language, with approximately 23,000 business rules. In addition to the core mainframe, MEDS is also composed of approximately a dozen ancillary Windows and web-based eligibility-related applications/systems and automated back-end processes. MEDS also routes information to the Medicaid Management Information System (MMIS) on a daily basis to ensure proper claims payment to Providers and access to services for the State's Medicaid population. The current suite of systems implementing the various eligibility and enrollment processes, which includes the core mainframe and auxiliary Windows and web-based systems, is built on a custom-made, internally-maintained, fragile enterprise component foundation. Many systems comprising the current solution share core data (e.g. Person, Providers), have a common reporting infrastructure, utilize common identity and access management services, store a majority of case-related documents in the electronic document repository, and generate mail-based enrollee notifications using the centralized automated print-shop solution; however, the majority of these shared components are expensive to maintain and operate, require significant resources to adjust, and do not meet reliability and security needs and requirements of State Medicaid operations. Please see the diagram below for a diagram that provides an overview of the systems described above.

In an effort to improve Medicaid systems' reliability, security, and maintainability, to increase automation, and to improve State Medicaid's decision-making through reliable analytics, the Office of Technology Services is in the process of establishing a unified, standards-based Enterprise Architecture (EA). The sought after Enterprise Architecture is composed of the following core seven (7) components and governance around them (further detailed in the technical requirements in section

III.F and appendices of this Request For Proposal (RFP), as well as in the published EA RFP): *Enterprise Service Bus (ESB)*, *Master Data Management (MDM)*, *Data Warehousing (DWH)*, *Identity and Access Management (IAM)*, *Document Management (EDMS)*, *Consumer Communications (CC)*, and *Business Rules Engine (BRE)*. Proposers will be required to integrate with at least the mandated enterprise components as part of an Eligibility and Enrollment (E&E) solution, as further detailed throughout the SCOPE OF WORK.

Overview of Medicaid Eligibility & Enrollment Systems



B. Purpose

The purpose of this RFP is to solicit proposals for the Office of Technology Services from qualified Proposers to automate Medicaid eligibility and enrollment processes,

thus eliminating the need for the existing Medicaid Eligibility Data System (MEDS) or any of the ancillary Eligibility and Enrollment (E&E)-related systems (see Procurement Library for the listing of all systems comprising the current E&E solution). The goal of the Department of Health and Hospitals (DHH) is to implement an automated solution that will support Medicaid eligibility and enrollment processes using modern and lasting technologies, and allow Louisiana Medicaid to be more agile in responding to the changing needs of applicants, enrollees and partners while meeting all Federal and State requirements. Some of the goals for the new system are to:

- Streamline and automate business processes
- Increase productivity and efficiency
- Reduce operating and maintenance costs
- Improve analysis and decision making
- Comply with all Federal and State regulations
- Integrate with the rest of the State through the State's Enterprise Architecture (if available)

The core goal for the new system is to streamline and automate eligibility, enrollment, and ancillary processes, and as a result increase productivity and efficiency, and reduce cost. Whenever automation is too complicated, impossible, or cost-prohibitive, or whenever exceptions to automated processes are encountered, the proposed system must have accommodations for the State worker to resolve the issue through workarounds, or to complete manually eligibility determination and/or enrollment.

The base contract is for three (3) years with the option for two (2) one-year extensions contingent upon approval by JLCB.

C. Invitation to Propose

Office of Technology Services is inviting qualified Proposers to submit proposals for services to design, implement, and provide on-going maintenance and operation of a best-practice, cost-effective, Medicaid Eligibility and Enrollment solution for the State of Louisiana in accordance with the specifications and conditions set forth herein. Proposed solution will be hosted on state's resources. To be considered for award, Proposers must demonstrate the following in their proposal:

1. Proposers must demonstrate having served as a Prime Contractor for at least two (2) successful project implementations (that are still in use) in the business of providing services for the implementation and operation of eligibility determination systems comparable in size and complexity during the past six (6) years. Proposers' past, successful solutions must allow for 1,000 concurrent users, and have integrated with ten or more internal and external systems and/or interfaces.

2. Proposers must include statements specifying the extent of responsibility on prior projects and a description of the project's scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the State. Proposers must give at least two customer references for projects implemented in at least the last six (6) years in which the company served as the Prime Contractor. References shall include the name, e-mail address and telephone number of each contact person.
3. Proposers must be able to integrate with the State's Enterprise Architecture components. (See Procurement Library document "DHH Enterprise Architecture System Integration Strategy.pdf.")

D. Desirable Qualifications

1. Proposers with experience implementing the solution they are proposing are highly desired.
2. Proposers with experience implementing and operating eligibility determination systems in state government are highly desired.

Please refer to RFP Section [Scope of Work](#) for detailed proposal requirements.

E. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, OTS shall post addenda, supplements, and/or amendments to all potential Proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

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

May also be posted at:

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

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

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

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

Matthew Vince

Office of Technology Services

Project Management Office

1201 N. Third St.

Suite 2-130

Baton Rouge, LA 70804

E-mail: PMO@la.gov

Fax: (225) 219-9465

Phone: (225) 342-7105

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

B. Blackout Period

1. The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, bidders, Proposers and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Proposer, the State and the incumbent Proposer may contact each other with respect to the existing contract only. Under no circumstances may the State and

the incumbent Proposer and/or its representative(s) discuss the blacked-out procurement.

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

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

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

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.145.A.8;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

2. This RFP is available in pdf at the following web links:

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

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

C. Proposer Inquiries

1. OTS will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via e-mail address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:

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

May also be posted at:

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

2. Action taken as a result of verbal discussion shall not be binding on OTS. Only written communication and clarification from the RFP Coordinator and posted as an addendum to the RFP shall be considered binding.

D. Pre-Proposal Conference

1. An optional Pre-Bidders Conference will be held on Friday, February 20, 2015.

E. Schedule of Events

OTS reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	Saturday, February 14, 2015
Pre-Bidder's Conference	Friday, February 20, 2015, 9:00 AM CST
Deadline for Receipt of Written Questions	Friday, February 27, 2015, at 11:00 PM CST
Response to Written Questions	Monday, March 9, 2015
Deadline for Receipt of Written Proposals	Friday, April 3, 2015 at 4:30 PM CST
Proposal Evaluation Begins	Tuesday, April 7, 2015
On Site Presentations/Demonstrations	Tuesday, April 27, 2015 through Thursday, April 30, 2015
Contract Award Recommendation	Friday, May 1, 2015
Contract Negotiations Begin	Monday, May 4, 2015
Contract Begins	Monday, June 1, 2015

III. SCOPE OF WORK

A. Project Overview

The Contractor selected for this project will design, implement, optionally host, and support a Medicaid Eligibility and Enrollment solution for the State of Louisiana.

This project fulfills the following program goals:

- Improving health outcomes and ensuring quality health care for every Louisiana resident, thereby improving their quality of life through increased access to health insurance coverage
- Streamlining work processes and increasing productivity through automation, whenever possible
- Ensuring cost effectiveness in the delivery of health care services by using efficient management practices.
- Assuring accountability through reporting and monitoring of the health care delivery system in effort to promote the health and safety of Louisiana citizens

The core requirements outlined in this RFP were developed to support these goals and to satisfy the overall needs of the Department of Health and Hospitals. OTS encourages Proposers to present innovative solutions that satisfy the State's desired development outcomes, and highlight additional elements and ways in which proposed solutions are capable of supporting Department's goals.

In addition, the Contractor is expected to meet performance expectations outlined in Procurement Library document "LA Performance Expectations."

B. Business Processes

Business Processes Note: All requirements listed below in italics include one or more integration points between the Eligibility and Enrollment system and one of the enterprise components that will be available through the Department's Enterprise Architecture. See the "Requirements for Architectural Components" in the Technical Section below for more details.

The newly implemented Eligibility and Enrollment system must include support for the business processes listed below. These processes must be automated by the system as much as possible, and include user interfaces to accommodate for manual steps within these processes whenever automation is too complicated, costly, or impossible.

Requirements will be validated during planning activities and the Contractor will be responsible for providing a **System Requirements Document**.

1) Pre-Screening for Medicaid/LaCHIP Eligibility

- a) Must allow anonymous screening.
- b) Must be accessible from the Web Portal.
- c) *Must utilize the same eligibility rules as the state's single streamlined application.*
- d) Must allow for seamless transfer of pre-screening data directly into the state's single streamlined application if the applicant chooses to apply for Medicaid after completing the screening process.

2) Intake

- a) Must support paper, phone, online, and external system sources of applications, verifications, and other eligibility related forms and documents.
- b) Paper-based intake process must allow for scan verification and manipulation before scanned documents are accepted into the Eligibility and Enrollment system.
- c) *Must have the capability of recording, uploading, storing, playing back audio files (telephonic signatures) in the EDMS and associate them with Medicaid applications/cases. All electronic verifications and eligibility determinations received from interfaces must be stored in the EDMS and associated with pertinent case record.*
- d) State staff must be able to invalidate applications if they are obviously invalid.
- e) Must generate automatic notifications to appropriate case workers upon receipt of any documentation pertaining to their cases (e.g. phone, mail, online, etc.).
- f) *Some of the external systems of pre-determined and/or to-be-determined applications for Medicaid are Centers for Medicare and Medicaid (CMS)'s FFM, DCFS' FITAP and ELE, Social Security Administration (SSA)'s SDX and LIS. The intake process must be easily extendable with new sources of applications for Medicaid.*
- g) *Paper-based intake process must be able to integrate with the scanning solution used by the Department.*
- h) *Phone-based intake process must be able to integrate with the Interactive Voice Response (IVR) solution used by the department (for applicant eligibility status checks and paper form requests, and enrollee change reporting, e.g. demographics change, card replacement, etc.)*
 - 1. Must process IVR-initiated requests automatically unless the IVR system is unable to voice-recognize required data elements
 - 2. Must have a worker-assisted workflow path for IVR-initiated requests that failed to voice-recognize some or all of required data elements, allowing the worker to listen to the recorded audio response and manually key-in request data.
 - 3. Must have IVR system reporting integrated with the rest of E&E system reporting.

- i) *Must be able to associate accepted documents with central Recipient/Provider record stored in Master Person/Provider Index (MPI) that is part of Master Data Management (MDM). If the Person/Provider does not yet exist in the MPI, a new MPI record must be created at the time the document is accepted.*
- j) *All paper-based documents received via the intake process must be stored electronically in the document management system (EDMS) and associated with Recipients/Provider to whom those documents pertain.*

3) Verification Processes

- a) Eligibility and Enrollment system must support automatic verification of the following applicant information using internal and external systems/data sources including but not limited to:
 - i. Checking Identity (e.g. CMS Data Hub-Experian)
 - ii. Citizenship/lawful presence (e.g. CMS Data Hub-SSA/DHS)
 - iii. Income (e.g. CMS Data Hub-TALX, RRV; LWC, LDR)
 - iv. Allowable deductions
 - v. Disability (e.g. CMS Data Hub-SSA)
 - vi. Resources/Assets

4) Eligibility Determination

- a) Must support all Medicaid (MAGI and non-MAGI) and LaCHIP including but not limited to:
 - i. MAGI
 - 1. Children
 - 2. Parent/caretaker relative
 - 3. Pregnant women
 - 4. Breast and cervical cancer
 - 5. Family planning
 - 6. Greater New Orleans Community Health Connections (GNOCHC)
 - ii. Non-MAGI
 - 1. Long term care (LTC)
 - 2. Medicare eligible
 - 3. Disability related
 - 4. Aged
 - 5. Blind
 - 6. Waivers
 - iii. LACHIP
 - 1. Children
 - 2. Unborn children
- b) Eligibility determination must happen real-time whenever possible.
- c) Eligibility processes must be automated, requiring State worker intervention only when automated processes encounter exceptions.
- d) Eligibility processes must accommodate exceptions encountered during automated processing (e.g., name mismatches, income and other verification discrepancies, etc.). If these exceptions cannot be automatically resolved, manual user interfaces and processes must

allow State workers to resolve the issues and resume automated processing.

- e) Must determine standard area(s) of eligibility when automatic certification is not possible (whether MAGI or non-MAGI related).
- f) Must allow State workers the ability to manually determine and process eligibility.
- g) Must include an option for State workers to review automated denials.

5) Enrollment and Notification

- a) Must allow for role-based access to eligibility information (e.g. Providers, other agencies, etc.).
- b) *Must include a process to send notifications in paper and electronic formats.*
- c) Must include a process to automate notice of approval, denial, rejection, closure, change, etc.
- d) Must include a mechanism for invoicing and tracking premiums/payments.
- e) *Must be able to transmit referrals to external systems (CMS, MMIS, LaHIPP, etc.).*

6) Suspensions/Reductions

- a) Must allow a process to suspend/reduce benefits.
- b) Must accept specified classes of suspensions/reductions from external sources.

7) Case Review

- a) Must encapsulate information used in determination to be reviewed.
- b) Must support different types of case reviews.

8) Appeals

- a) Must include a process for automatically registering and routing appeals.
- b) Must be accessible from any screen where an authorized person may be working or interacting with an applicant or enrollee.
- c) Must communicate appeals data to case management system automatically.
- d) *Must have the ability to auto-compile all appeals-related documentation from the document management system into an appeals package of documents.*

9) Automated Renewal Process

- a) The system must determine, based on pre-defined rules, Members eligible for renewal.
- b) *Must automate and record electronic verification searches for relevant data.*
- c) The system must automatically attempt to recertify enrollees using current eligibility rules.

- d) Must automatically generate pre-populated renewal form, request for information notices and automated phone and e-mail alerts for enrollees that could not be automatically certified.
- e) Must automatically record all automated contact attempts in case notes.
- f) Must notify the case worker if a case has neither been closed nor renewed after all automated contact attempts have been made.
- g) Must automate notice generation including, but not limited to:
 - i. Eligibility extension or change in benefits
 - ii. Non-response closure notices, if no data received since initial request
 - iii. Closures for undisputed ineligibility (moved out of state, death, etc.)

10) Partner Management

- a) Application Center Processes (See Procurement Library)
 - i. Must support application center management processes (enrollment, training, certification, etc.).
 - ii. Must have application center payment process that allows for payment of valid applications as deemed by the automated Eligibility and Enrollment system and/or State staff.
 - iii. Per application payment status must be available to application centers through the web portal.
- b) Provider Notification Processes
 - i. Must allow State staff to accept, review and approve Provider access request to the Provider notification part of the system (e.g. notification about enrollee admission, transfers, deaths, etc.)
 - ii. Must allow approved Providers' staff to submit notifications about:
 - 1. Enrollee admissions
 - 2. Transfers/discharges/ deaths/status changes
 - 3. Medicaid newborns
 - 4. Patient liability adjustments
 - 5. Demographic changes
 - 6. Spend down liability (110-MNP)
 - 7. Presumptive eligibility (PE)
 - 8. Etc.
 - iii. Must allow Providers to make changes to or cancel their submissions at any time prior to processing.
 - iv. The processing of the Provider notifications must be automated, requiring State staff intervention only whenever exceptions occur.
 - v. The processing of the Provider notifications must allow for approval, change and rejection within workflows.
 - vi. Must allow approved Providers to check the processing status of their notifications.
 - vii. Must allow Medicaid staff to notify third parties of the status of Provider notifications (e.g. delivery physicians, etc.)

C. General Requirements

The Contractor must provide an Eligibility and Enrollment system that adheres to the following requirements during the course of the contract.

1. Must meet Level 3 of the Medicaid Information Technology Architecture (MITA). (See Procurement Library.)
2. Must comply with the Health Insurance Portability and Accountability Act (HIPAA).
3. Must comply with the CMS Seven Conditions and Standards.
4. Must be Affordable Care Act (ACA) compliant.
5. Must be able to pass CMS Gate Reviews.
6. Must be National Voter Registration Act (NVRA) compliant and adhere to State guidelines ([Guidelines](#)) and policies (for BHSF NVRA Policy, see Procurement Library).
7. *Must allow flexibility interfacing to and from other systems using industry standard formats where possible and proprietary formats when necessary.*
8. Must include comprehensive auditing of all operations within the system.
9. Must follow Federal and State mandates regarding record keeping, including audit logs.
 - a) Must provide data archiving plan for data and audit logs older than five (5) years
10. *All interfaces with internal and external systems must be centrally visible and have the ability to be monitored by State staff.*
11. The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
12. All project-related documents, user manuals and system documentation must reside and be maintained within the DHH PMO designated environment. DHH defined processes for change management must be followed. Workflows, approvals, etc. will occur within the appropriate environment.
13. All business processes implemented by the system must be integrated with the unified workflow and task features of the system. (e.g., Case review process workflow and tasks should be accessible from the same web portal as eligibility determination workflows and tasks.)

D. Business Requirements

The newly implemented Eligibility and Enrollment system must include support for the following minimum Business Requirements.

1. Web Portal

The Web Portal must support the needs of multiple user types, from State workers and Providers to the general public. Users must be able to retrieve and input Medicaid eligibility data, securely store and manage case documentation, transmit and process routine changes to enrollee information, and complete electronic Medicaid applications which are then directly routed into the

automated eligibility processes for appropriate action depending upon the nature, originator, and intended Recipient of the data. We envision a solution that integrates individual components through a task management system which may be modified by the Department to quickly adapt to changing business processes.

- a) Must be a responsive web application that supports mobile (smartphone and tablet) and desktop screen sizes.
 - i. All partner features of the web portal must be optimized for tablet and desktops.
 - ii. All public features of the web portal must be optimized for phone, tablet and desktops, including the Single Streamlined application.
- b) Must provide a web portal in multiple languages included but not limited to English, Spanish, and Vietnamese.
- c) Must be Section 508 compliant for web design as well as best practices that exceeds compliance, such as well-defined rollover tooltips or intrinsically high contrast color schemes as a design choice.
- d) Help text must be:
 - i. Contextual
 - ii. Stored in a central repository
 - iii. Global and field-level help when applicable
 - iv. Language and reading level appropriate
- e) Must provide real-time chat capabilities that integrate with existing CosmoCom solution (See Procurement Library for CosmoCom Specifications).
 - i. Includes Customer Service Representative (CSR) scheduling
 - ii. Real-time decision support identifying CSR availability
- f) Must support multiple user types both internal and external. Multiple user types may include, but are not limited to:
 - i. State workers
 - ii. Partner users (e.g. application centers, nursing homes, hospitals, etc.)
 - iii. Public users
- g) Role-based security and authority
- h) Calendar
 - i. System/group/personal calendar of important eligibility dates (cut-off dates, holidays, staff availability, notice expiration dates for individual cases, appeal dates, etc.).
 - ii. Must be able to integrate with Microsoft Exchange/ Outlook.
- i) User interface to support task lists for State and partner users which are populated through trigger events (verification workflow may trigger person match issues, eligibility determination process may trigger manual review of task for Medicaid analyst, paper document receipt notification to caseworker).
 - i. Multi-escalation paths
 - ii. Automated alerts via multiple methods (e.g., e-mail, text message, etc.)
 - iii. Ability to define custom task resolution interfaces (e.g., whenever person match issue task is being resolved, person match specific

- user-interface must be displayed to the user to allow for the resolution of the issue.)
- iv. Ability to group tasks by worker specified criteria (e.g., person, Provider, application ID, etc.)
 - v. Ability to balance tasks/work between State staff based upon configurable rules (e.g. experience level, hours worked, availability)
 - vi. Ability to automatically assign tasks that use workload balancing rules, task metadata, and case data to specific workers.
 - vii. Ability to add, reorder and sort by any column and/or combination.
 - viii. Ability to specify the status of a task such as indicating the task is in progress or awaiting response, etc.
 - ix. Allow the user to configure e-mail notifications related to their task list (e.g., task assignment, etc.)
- j) Recovery Referral
- i. Must allow ability to submit recovery referral information from any screen within the Eligibility and Enrollment system which should follow the recovery workflow (See Procurement Library for BHSF Form TPL/MR).
- k) Fraud Referral
- ii. Must allow ability to submit fraud referral information from any screen within Eligibility and Enrollment system that should follow the fraud workflow ([Report Fraud](#)).
- l) Medicaid Case Management
- i. *Must provide secure contextual access to all documents pertaining to people, Providers, etc., stored in EDMS. These records do not include medical records.*
 - ii. Case Notes
 - a. Must have a unified view of automated and manually-created notes, clearly indicating the type and source of the note, in addition to the note information itself.
 - b. Must have automated case notes created for all case events as defined by the Department (e.g. started an application, application submitted, eligibility determined, requested appeal, etc.)
 - c. Must allow designated State staff configure which E&E events trigger automated notes and what the content of those notes should be.
 - d. Must have an API to allow other system components (e.g. eligibility determination, verification, etc.) as well as external systems to programmatically add manual and automated notes for anything and anyone related to the Medicaid Case.
 - iii. Must provide clear view of the whole case including:
 - 1. household members
 - 2. present and past eligibility determinations
 - 3. contact information
 - 4. program/ process specific details (disability information, resource/asset information, recovery, TPL and fraud, etc.)
 - iv. Must include integrated tasks and workflows.

- v. Automated alerts with the ability to establish triggers configurable by State staff.
- vi. Must allow for special case classifications which would designate highly secured/classified information for an enrollee. When classification is designated this would interact with workflows, role-based security, etc. This would allow for varying degrees of highly-restricted access to information linked to this enrollee.
- m) State staff must have the ability to manage content for all role based defined features and functions of the portal (links, texts, documents, etc.).
- n) All Applicant, enrollee, and partner communications must be accessible through the web portal (notices, e-mails, text messages, etc.).
- o) State staff must have the ability to post messages and/or alerts on the appropriate level, as designated by the Department, to the portal: global, user-type-specific (i.e. public, partner, worker), organization/location-specific (i.e. for specific partners or worker locations), public/partner/worker-user-specific (i.e. for specific user(s) across the system).
- p) Must be able to modify enrollee information, track and identify changes, and tell who made the changes, including but not limited to:
 - i. Recipient changes (demographic changes, Medicaid card replacements, name changes, manage care plan selection changes, etc.).
 - ii. Nursing facility changes (admit, discharge, death, level of care, transfer, etc.).
 - iii. Hospitals (Newborns, presumptive eligibility, etc.)
 - iv. Provider (Patient liability adjustments)
 - v. State staff (Ability to modify, update, all areas)
- q) Single, streamlined Medicaid application
 - i. Per official CMS ACA guideline compliance, including real-time eligibility.
 - ii. Must accommodate State-specific CMS approved customizations.
 - iii. Must accommodate unique presentation requirements of all user types (i.e. public, partner, and worker users).
 - 1. State workers must be able to enter paper applications into Eligibility and Enrollment system with the same ease and efficiency as the online single, streamlined applications.
 - a. Must allow State workers to modify a previously submitted application.

2. Workflows

- a) Must trigger workflows based on specified rules
- *Note: The following are examples of occurrences which may generate a manual event. This is not an all-inclusive list.
 - 1. Manual determination of ineligibility
 - 2. Members aging out
 - 3. Death
 - 4. Renewal, etc.
- b) Must be capable of designating conditions for the trigger event

- c) Must be capable of spawning task action items or State staff based on triggered events.

3. Document Management

- a) Must include ability to store documents pertaining to Recipients, Providers, cases, and Medicaid operations (manuals, policies, procedures, etc.).
- b) Must allow for maintenance and versioning of operational documents.
- c) Must allow role-based access permissions to various document classes.

4. Master Person Index

- a) Must provide a modular master person index for all data related to applicants, enrollees, and other more generally, people involved in any way in E&E processes.
- b) Interface must support any import and/or matching processes along with conflict resolutions.
- c) Every component of the Eligibility and Enrollment system must utilize this master person index including the intake process, verification process, etc.
- d) Must automatically notify designated State staff of any data conflicts and allow for manual resolution of those conflicts.

5. Master Provider Index

- a) Must provide a modular master Provider index for all data related to Providers, Facilities, Support coordinator agencies, and other Partners providing services to the Department.
- b) Interface must support any import and/or matching processes along with conflict resolutions.
- c) Every component of the Eligibility and Enrollment system must utilize this master Provider index including the intake process, verification process, etc.
- d) Must be able to synchronize with multiple sources of Provider data (MMIS, HSS, etc.).

6. External Interfaces (The complete list of interfaces with layouts can be found in the Procurement Library; the examples below are illustrative and should not be considered the final list of interfaces.):

- a) Intake
 - 1) CMS' FFM
 - 2) DCFS' FITAP and ELE
 - 3) SSA's SDX and LIS
- b) Verification
 - 1) Checking Identity (CMS Data Hub-Experian)
 - 2) Citizenship/lawful presence (CMS Data Hub-SSA/DHS)
 - 3) Income (CMS Data Hub-TALX, RRV; LWC, LDR)
 - 4) Disability (CMS Data Hub-SSA)

- c) Referral
 - 1) CMS
 - 2) MMIS

Note: All current file layouts used for interfaces in today's environment are located in the procurement library under the MEDS Specifications folder and are complete as of the date of the RFP publication. This list and/or layouts could change slightly as current production requirements change. The Contractor will be responsible for all data interfaces needed for production at go-live.

All interfacing must accommodate current layouts and file transfer procedures as defined or required by the State. Any storage by the contractor of data related to this contract, and any exchanges of such data between the contractor and any other person or entity (including but not limited to a subcontractor, DHH, or another DHH contractor), shall be conducted in compliance with all requirements, conditions, methods, or protocols specified by the State, and only with the prior approval of the State. Where applicable, the State will specify the timing and frequency of data exchanges to be conducted by the contractor, as well as the data layouts, formats, and content to be used in such exchanges. The requirements and specifications set forth in this paragraph shall supersede any conflicting method, protocol, process, data layout, format, or content proposed by the contractor in its response to the RFP.

E. Business Intelligence

The Contractor must ensure the newly implemented Eligibility and Enrollment system includes and/or provides/supports the minimum Business Intelligence (BI) requirements listed below.

- 1) Must have the ability to run BI reporting functions during normal business hours without degrading normal system functions.
- 2) Standardized Reports (See Procurement Library)
 - a) Must be able to produce all reports/ performance indicators required by CMS
 - b) Must be able to produce all reports required by the State
 - c) Must be able to produce reports necessary for internal Medicaid operations
 - i. Ad Hoc Reporting
 - d) Must provide COTS ad hoc reporting tool usable by state workers
 - i. *This tool must be able to connect to the Enterprise Data Warehouse as well as other transactional data sources using most of the common standard protocol (SQL protocol, web services, etc.)*
- 3) Must also include other standardized functions typically found in Business Intelligence solutions (predictive analytics, data mining, etc.)

F. Technical Requirements

1. Requirements for Architectural Components

The Department is currently working towards modernizing a number of large systems. As part of this process, there will be numerous RFPs released for each of the systems based on the order of priority defined by the Department. Enterprise Architecture (EA) is the foundation with which the Department expects all future solutions to integrate. The EA implementation will be comprised of the seven (7) core architectural components and governance processes around them: Enterprise Service Bus (ESB), Master Data Management (MDM), Data Warehousing (DWH), Identity and Access Management (IAM)/Single Sign-On (SSO), Document Management (EDMS), Consumer Communications (CC), and Business Rules Engine (BRE). The EA RFP is being released around the same time as this E&E RFP.

The final E&E solution must fully integrate with all of the EA components as described below and further detailed in the EA Integration Strategy draft document (see Procurement Library). However, because of the overlap in procurement timelines of EA and E&E solutions, the initial implementation of the E&E system may have to include smaller-scale versions of some or all of the architectural components that would otherwise be available as part of the EA. The E&E Proposer must clearly describe all of the architectural components that will be included as part of the E&E system in the absence of the Enterprise Architecture (i.e. ESB, MDM, DWH, IAM/SSO, EDMS, CC, and BRE), how they will be implemented and integrate with the business components of the E&E solution (e.g. how eligibility determination process will utilize ESB to gather verification data from external sources, etc.). As part of the EA Integration Plan, the Proposer must also detail how their initial E&E solution will be adjusted to integrate and utilize all of the EA components once they become available (including a cost estimate for each EA integration).

1. Enterprise Service Bus (ESB): must use at least for integrations with other internal and external systems, including public E&E API management.
2. Master Data Management (MDM): must use for Master Person and Provider Indexes, and for any department-wide reference and hierarchical data.
3. Data Warehousing (DWH): Must extract, transfer, and load (ETL) all E&E data to and implement analytics and reporting off of the centralized DWH.
4. Identity and Access Management (IAM)/Single Sign-On (SSO): The proposed solution shall integrate directly with Microsoft's active directory services for both authentication and authorization. Solution must support native NTML authentication to enable single sign on for internal users. Additionally, the proposed solution must be capable of an accumulative least restrictive access model that maps all application access groups to nested Active Directory group memberships. Please note: the proposed solution must not require a manual process to create any user profile\record for internal users, as this should be inherited from the user's membership to AD authorization groups.

5. Document Management (EDMS): Must use to store all applicant, enrollee, provider and other eligibility and enrollment-related documents.
6. Consumer Communications (CC): Must use for communication template authoring, approval, and distribution, as well as must integrate with the state-wide print operations solution. The proposed technology must seamlessly integrate with Ricoh ProcessDirector for all print, insert, and/or mail applications. The technology must be capable of being driven by Ricoh ProcessDirector and must allow for bi-directional file-based communication with Ricoh ProcessDirector.
7. Business Rules Engine (BRE): Must use for all department-wide business rules and optionally, for eligibility and enrollment-specific business rules.

E&E solutions that are loosely coupled to their architectural components and allow for low-effort and low-cost replacement of those components (including cancellation of future licensing and maintenance fees) with their EA equivalents will be given preference by the department. If any of the EA components are available before their E&E equivalent is implemented, the Contractor must work with the EA Technical Governance Team/integrator to utilize the available EA components as part of the initial E&E solution. For example, if EA Data Warehousing (DWH) component is available before E&E Contractor had a chance to implement DWH for E&E, the Contractor must integrate with the existing EA DWH from the start and utilize it for all analytical processing needs within E&E. For those EA components that become available only after their counterparts have been implemented as part of the E&E solution, the Contractor must switch to using all of the remaining EA components and obsolete corresponding E&E implementations as detailed in their EA Integration Plan.

2. Hosting Requirements

Contractor must host its solution entirely on state-owned hardware/assets. The solution/system must be able to pass all CMS and IRS security.

The state of Louisiana's Office of Technology Services has consolidated state IT hardware into its data centers. To evaluate the feasibility of proposals leveraging state assets, Proposers must provide the following information for each of the components:

- Software package technical specifications and requirements
- Software licensing structure
- Hardware specifications and requirements
- Database requirements
- OS requirements
- Networking requirements

- Security configuration requirements

Software Component Requirements

All components of the system must utilize the Identity and Access Management/Single Sign-On (IAM/SSO) component for authentication and authorization.

4. Other Requirements

- Provide application lifecycle management environments (ALM) for the system including at least the following:
 - a. Development
 - b. System integration testing (SIT)
 - c. User acceptance testing (UAT)
 - d. Training
 - e. Production
- The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to perform successfully the services detailed in this RFP. All such costs must be contained within the proposal; no additional expenses will be paid.
- The Contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to DHH or State systems or resources that are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for the State to obtain access to the Contractor's systems or resources that are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor-owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- Any Contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.

- All Contractor utilized computers and devices must:
 - Be protected by industry standard virus protection software, which is automatically updated on a regular schedule.
 - Have installed all security patches that are relevant to the applicable operating system and any other system software.
 - Have encryption protection enabled at the Operating System level.

G. Data Conversion

The Contractor must convert existing data from all legacy and ancillary systems Medicaid Eligibility Data System (MEDS) [mainframe]

- Electronic Case Record (ECR)
- Tracking and Mailer System (TRAMS)
- Medicaid Application System (MAS)
- Application Suite
 - Medicaid Eligibility Determination Team (MEDT)
 - Notices
 - Provider Requests
 - Change Requests
 - Application Center Management and Payment
- Online Services
 - Online Application (OLA/ACACAS)
 - Online Change Requests
- Facility Notification System (FNS)
- Automated Notices
- Medicaid Security System
- Case Review

(See the Data Conversion Data Dictionaries folder in the Procurement Library for data dictionary of existing files.)

H. Training

The Contractor must provide the following training:

- How to use Eligibility and Enrollment System
 - Must provide on-site training at one or more DHH-specified locations training up to fifty plus (50+) key staff (Train-The-Trainer).
 - Must include self-paced online courses which allow Members to start, stop, pause and restart as necessary.
 - Must have the ability to document and verify that training has taken place.

- Must include training materials.
- How to operate and maintain Eligibility and Enrollment System
On-site training must be provided at DHH for key non-technical staff responsible for operating and maintaining the system. All training material must be provided in electronic form and submitted to DHH for review prior to training sessions. In addition to on-site training, self-paced online courses with start, stop, pause and restart options must also be included. Training must include, but is not limited to:
 - Enterprise Service Bus (ESB) management
 - Master Data Management (MDM)
 - Business Intelligence management
 - Identity and Access Management
 - Document Management
 - Consumer Communications management
 - Business Rules management

I. Development, Lifecycle, and Project Management Processes

- The project shall include the following phases: Start-up, Detailed requirement definition, Design phase, Construction and Configuration, Data conversion, Testing, Training, implementation and roll-out, operations and Maintenance, and Transition. (Please see LA SDLC and PM Phase Descriptions document in the Procurement Library). The Deliverables associated with each phase can also be found in the Procurement Library.
- The start-up period shall begin after the contract is fully executed. All costs incurred prior to the start-up period are the responsibility of the Contractor. The Contractor shall be responsible for all initial and recurring costs required for access to State systems, as well as State access to the Contractor's systems. These costs include, but are not limited to, hardware, software, licensing, authority/permission to utilize any patents, annual maintenance, networks and support and connectivity with the State.
- The Contractor has overall responsibility for the timely and successful completion of each of the initiation period tasks outlined in the numbered items below, as determined by the Contract Monitor or designee. The Contractor is responsible for clearly specifying and requesting information needed from the State and other State Contractors in a manner that does not delay the schedule of work to be performed.
- The State and the Contractor shall communicate during the initial contract start-up phase to:
 - Define project management and reporting schedules
 - Establish communication protocols between the State and the Contractor

- Establish contact with State Contractors
 - Establish a schedule for key activities and milestones, and
 - Clarify expectations for the content and format of Contract Deliverables
- The Project Management Plan shall be submitted **thirty days** after contract execution and must include, but is not limited to the following:
 - Comprehensive Master Project Management Plan, including the Work Breakdown structure, Risk Management Plan, Resource and staffing management plan, communication management plan, scope and management plan, quality assurance/quality monitoring plan, deliverable approval process, milestones, and other Project Management tasks
 - Outline of procedures to be followed during the start-up period
 - Identification of key issues that need to be addressed during the implementation period
 - Identification of the key issues and activities related to implementation that must be performed prior to beginning the implementation period
 - Identification of roles and responsibilities and clear expectations for Contractor and State staff
 - Point of contact and procedures for managing problems or issues during the Contract
 - If any of the organizational or key personnel information has changed since the response to the RFP, the Contractor must update and provide this information to DHH no later than the contract execution date. The same is applicable to any subcontractor information.
 - The Contractor shall accept into its system any and all necessary data files and information available from the State or its Contractors. The Contractor must install and test all hardware, software, and telecommunications required to support the contract. The Contractor shall define and test modifications to the Contractor's system(s) required to support the business functions of the contract.
 - The Contractor must clearly define and document the policies and procedures that will be followed to support day-to-day systems activities.

J. Transition Requirements

Transition is defined as those activities that the Contractor is required to perform upon termination of the contract in situations in which the Contractor must transition contract operations to the State or a third party. The transition requirements in this Section are applicable upon any termination of the contract: 1) initiated by the Contractor, 2) initiated by the State, or 3) at the expiration of the contract period and any extensions.

1. In the event the contract is terminated for any reason, the Contractor shall:
 - i. Comply with all terms and conditions stipulated in the contract until the termination effective date.
 - ii. Comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State.
2. Contractor must provide a Transition Plan within 6 months of contract start date, unless other appropriate timeframes have been mutually agreed upon by both the Contractor and the State. The Contractor shall address the turnover of records and information maintained by the Contractor. 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 State.
3. If the contract is not terminated by written notification, the Contractor shall propose a **transition** plan six months prior to the end of the contract period, including any extensions to such period. The Contractor shall address the possible turnover of the records and information maintenance to either the State or a third party designated by the State. 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 State.
4. As part of the **Transition Plan**, the Contractor must provide the State with copies of all relevant Member data, documentation, or other pertinent information necessary, as determined by the State, for the State or a subsequent Contractor to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The Contractor will describe the Contractor's approach and schedule for transfer of all data and operational support information as applicable. The information must be supplied in media and format specified by the State and according to the schedule approved by the State.

5. Upon written request from the State, an updated **Transition Plan** should be compiled, completed and submitted to the State within **thirty (30) business days**.
6. **Thirty (30) days** following turnover of operations, the Contractor must provide the State with a transition results report documenting the completion and results of each step of the transition plan. Transition will not be considered complete until this document is approved by the State.
7. The Contractor also must pay any and all additional costs incurred by the State that are the result of the Contractor's failure to provide the requested records, data or documentation within the time frames agreed to in the **Transition Plan**.
8. The Contractor must maintain all files and records related to Medicaid Recipients until the resolution of all litigation, financial management review or audit pertaining to the contract. The Contractor must agree to repay any valid, undisputed audit exceptions taken by the State in any audit of the contract.

K. Key Personnel

1. The Contractor shall assign staff members who possess the knowledge, skills and abilities to successfully perform assigned tasks. Key personnel should include:
 - i. Account Manager
 - ii. Project Manager
 - iii. Business Analyst Lead
 - iv. Software Development Lead
 - v. Web Design Lead
 - vi. Database Development Lead
 - vii. Enterprise Architecture Lead
 - viii. Security Specialist
 - ix. Testing Lead
 - x. Data Conversion Lead
 - xi. Implementation Lead
 - xii. Support Personnel
 1. Software Developers
 2. Database Developers
 3. Business Analyst
 4. Technical Writer
 5. Data Analyst

2. At a minimum, the Contractor's staff must have the following skill sets:
 - Ability to understand complex business problems
 - Medicaid business or equivalent public healthcare experience
 - Understanding of Business Rules Engine Technology
 - Understanding of the underlying technical architecture
 - Communication with other project stakeholders as defined by BHSF
3. The Contractor must maintain key personnel on-site, for certain project phases, Monday-Friday, during core business hours (8:00 am-4:30 pm CST). The Department will make every effort to provide state-owned space for key personnel. However, as state-owned space cannot be guaranteed, proposer should be prepared to make the necessary arrangements to assure that all key project personnel are located within 30 minutes of the Bienville Building, 628 N 4th St, Baton Rouge, LA 70802. **The proposer's cost proposal must assume that no state-owned space will be available.**

L. Project Management

1. A joint Project Management Office (PMO) will be established for this project, with participating representatives from OTS, DHH BHSF, the Contractor's executive staff, and, if available, IV&V support personnel procured through a separate RFP from this one. DHH BHSF staff will provide guidance and oversight regarding high level deliverables, and applicable deadlines as enforced by CMS. The Contractor's designated Project Manager (PM) will be required to provide project management activities as described in this section.
2. Project management of the Systems Development Life Cycle (SDLC) for this project must be conducted with appropriate rigor and industry best practices. BHSF requires that the Contractor have a Project Management Professional (PMP) certified PM participating in the established joint PMO, or demonstrate that the participating PM has industry equivalent experience.
3. All change control processes or other adjustments to the scope of this project shall proceed only with the approval of the joint PMO and its BHSF administrative staff representatives.
4. The Contractor PM shall be responsible for incorporating approved scope changes approved by the joint PMO into the project plan, and assess the likely impact on project timelines and deliverables. Changes that are approved by DHH BHSF in joint PMO meetings shall be documented and incorporated into the project plan.
5. The Contractor PM shall assist BHSF administrators in creating a readiness assessment of the current Medicaid Eligibility Operations Environment, and work with the joint PMO to create a change management plan for augmenting

the current operations environment to support the new solution, including the necessary hardware adjustments (server capacity, bandwidth, etc.) and communicating new business processes to the eligibility field analysts and other relevant stakeholders.

6. The Contractor's PM and other relevant support staff are required to attend a weekly joint PMO meeting; the calendar for these meetings will be established prior to contract beginning.
7. The Contractor PM shall be responsible for defining a detailed Project Management Plan in accordance with the high level guidelines provided by DHH BHSF. An ongoing assessment of the work plan and its milestones shall be presented at weekly meetings of the joint PMO.
8. The Contractor PM shall be responsible for issues management as it relates to unexpected gaps in the development of this project. DHH BHSF will make available SME's as necessary for the Contractor to address and mitigate project issues.
9. The Contractor PM shall be responsible for risk management, identifying all risks but in particular scope creep, inability to meet project deadlines, inability to meet budget constraints, inability for particular staff members to meet their responsibilities, or any other activities that prevent deliverables completion. A risk assessment and plan of mitigation shall be provided at weekly meetings of the joint PMO.
10. The Contractor PM shall be responsible for quality management, including creating and implementing testing plans, quality assurance (QA) standards, QA metrics, and ongoing continuous quality improvement efforts. A review of QA metrics, measurement, and control shall be presented at weekly meetings of the joint PMO.
 - i. Management of this project will be overseen by a joint PMO as defined in the Global Deliverables: Project Management section of this document.
 - ii. The ongoing development and progress of this project will be overseen by the Office of Technology Services, State Medicaid Director and their designees. BHSF anticipates that a wide variety of SMEs will serve as stakeholders and information Providers on this project, ranging from the Medicaid Eligibility Management Team consisting of Section Chiefs and Assistant Section Chiefs of the Eligibility Policy Section, Eligibility Supports Section, Eligibility Field Operations and Eligibility and Enrollment solutions Section; field office supervisors; eligibility analysts; MMIS administrators; current contractors providing MEDS customization, support, and ancillary system, design; representatives from state agencies with whom BHSF will collaborate via data sharing agreements; and possibly in some cases, members of the public sector , advocates or ombudsmen.

M. Contractor Staff National Background Check

1. All temporary, permanent, subcontracted, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must have a national criminal background check within the twelve months prior to starting work on the contract. The results shall include all felony convictions and shall be submitted to the State for review prior to the staff's start of work on the contract.
2. Any employee with a background unacceptable to the State must be prohibited from working on this contract or immediately removed from the project by the Contractor. Examples of felony convictions that are unacceptable include but are not limited to those convictions that represent a potential risk to the security of data systems and/or Protected Health Information (PHI), potential for healthcare fraud, or pose a risk to the safety of Department employees.
3. The national criminal background checks must also be performed, at a minimum, every two (2) years for all temporary, permanent, subcontracted, part-time and full-time Contractor staff working on this contract beginning with the 25th month following contract effective date. The Contractor will be responsible for all costs to conduct the criminal background checks.
4. The Contractor shall provide the results of the background checks, in a report upon its completion, to the State on only those employees currently employed on the contract. The format of the report shall be approved by DHH and shall include all copies of background checks as an appendix to the report.
5. The Contractor must ensure that all entities or individuals, whether defined as "Key Personnel" or not, performing services under this contract are not "Ineligible Persons" to participate in the Federal health care programs or 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), 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 (available via the internet at <http://www.oig.hhs.gov>) and the General Services Administration's List of Parties Excluded from Federal Programs (available via the Internet at <http://www.epls.gov>).
6. All temporary, permanent, subcontract, part-time and full-time Contractor staff working on this contract must complete an annual statement that includes 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 Person" to participate in Federal healthcare programs or in Federal procurement or non-procurement programs.
7. The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to DHH, indicating if the staff stated they were free of convictions or ineligibility referenced above.
8. If the Contractor has actual notice that any temporary, permanent, subcontract, part-time, or full-time Contractor staff has become an "Ineligible Person" the Contractor shall remove said personnel immediately from any work related to this contract and notify the State on the same date the notice of a conviction or ineligibility is received. For felony convictions, the State will determine if the individual should be removed from the contract project permanently.

N. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce OTS's payments to the Contractor or if the liquidated damages exceed amounts due from OTS, the Contractor will be required to make cash payments for the amount in excess. OTS may also delay the assessment of liquidated damages if it is in the best interest of OTS to do so. OTS 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 OTS, OTS may reassert the assessment of liquidated damages, even following contract termination.
 - a. Late submission of any required report - \$50 per working day, per report.
 - b. Failure to fill vacant contractually required key staff positions within 30 days—\$500 per working day from 31st day of vacancy until filled with an employee approved by OTS.
 - c. Should Contractor elect to host the system, failure to maintain all Member files and perform all file updates according to the requirements in the contract, as evidenced in Member files when reviewed during monitoring site visit—\$1000 per occurrence.
 - d. Late submission of invoices beginning 10 business days after the stated due date—\$50 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

O. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate

unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

P. Subcontracting

1. The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.
2. If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
3. Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of OTS.
4. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:
 - a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
 - 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.

Q. Compliance With Civil Rights Laws

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

statutory obligations when applicable shall be grounds for termination of this contract.

R. 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

Workers Compensation insurance shall be in compliance with the Workers Compensation law 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. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

b. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

c. Automobile Liability

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

d. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

2. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. 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 Coverages

- i. The Agency, 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 Agency.
- ii. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency 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 Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

c. All Coverages

- i. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- ii. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- iii. The insurance companies issuing the policies shall have no recourse against the Agency 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 Agency, 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 a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

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

5. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency 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 Agency 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 Agency reserves the right to request complete certified copies of all required insurance policies at any time.

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

6. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds 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 Agency reserves the right to request copies of subcontractor's Certificates at any time.

7. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

8. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

S. Resources Available to Contractor

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

T. Contract Monitor

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

Deputy Chief Information Officer; or designee

Office of Technology Services

1201 N. Third Street

Suite 2-130

Baton Rouge, LA 70804

Phone: (225) 342-7105

Fax: (225) 219-9465

U. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for the period 3 years. With all proper approvals and concurrence with the successful Contractor, agency may also

exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial 36-month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of Contractual Review (OCR) or, if submitted after December 31, 2014, to the Office of State Procurement, to extend contract terms beyond the initial 3 year term.

2. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the Contractor and has been approved in writing by the director of the Office of Contractual Review or as required by law. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

V. Payment Terms

1. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of OTS. Continuation of payment is dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Office of Technology Services of the payment task and approval of an invoice. The State will make every reasonable effort to make payments within **30 days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

IV. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. OTS shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by OTS.

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

B. Contact After Solicitation Deadline

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

C. Code of Ethics

1. The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
2. Proposers are responsible for determining that there will be no conflict or violation of the 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 the RFP should be immediately reported to OTS by Proposer.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by OTS to award a contract or contracts or to enter into a contract after an award has been made. OTS reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject all proposals received in response to this solicitation;
2. Cancel this RFP; or
3. 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 Contractual Review or, after December 31, 2014, from the Office of State Procurement.
2. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); or Title 39, Chapter 17 (Louisiana Procurement Code).

E. Contract Award and Execution

1. The State reserves the right to:
 - a. Make an award without presentations by Proposers or further discussion of proposals received.
 - b. To enter into a contract without further discussion of the proposal submitted based on the initial offers received.
 - c. Contract for all or a partial list of services offered in the proposal.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
4. If the contract negotiation period exceeds fourteen (15) days or if the selected Proposer fails to sign the final contract within fifteen (15) days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

F. Assignments

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

G. Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.136. The State must find that the selected Proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule; Has a satisfactory record of integrity, judgment, and performance; and
4. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

H. Proposal and Contract Preparation Costs

The Proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of Contractual Review. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by OTS.

I. Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or obtain the most cost effective pricing available from the proposers.

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

J. Errors and Omissions

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

K. Ownership of Proposal

All proposals become the property of OTS and will not be returned to the Proposer. OTS retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

L. Procurement Library/Resources Available To Proposer

Charges for copying are twenty-five cents (\$0.25) per page, payable at the time copies are made. Cash is not acceptable. Checks and/or money orders are to be made payable to the Department of Health and Hospitals.

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

M. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in ink) and should submit one (1) electronic copy (cd or flash drive) of the entire proposal and eight (8) hard copies of the proposal. Proposer should provide one electronic copy of the Redacted (cd or flash drive). No facsimile or e-mailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

3. Sealed proposals must be delivered to:

RFP Coordinator
Office of Technology Services
Division of Administration
Claiborne Building, Suite 2-130
1201 N. Third St., Baton Rouge, LA 70802

Or mailed to:

RFP Coordinator
Office of Technology Services
Division of Administration
P.O. Box 94095
Baton Rouge, LA 70804-9095

N. Proprietary and/or Confidential Information

1. Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any

material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

"The data contained in ___ **pages** have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

5. Further, to protect such data, and the document is marked "CONFIDENTIAL".
6. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the

information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

7. The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
8. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.
9. If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

O. Proposal Format

1. An item-by-item response to the Request for Proposals requirements sections III B - F is requested. The Proposer shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature or require customization. The Proposer should also describe if the solution meets the requirement Off the Shelf or if the solution requires configuration to meet the requirement.
2. There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of the RFP.
3. The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

P. Requested Proposal Outline:

- [Introduction/Administrative Data](#)
- [Work Plan/Project Execution](#)
- [Relevant Corporate Experience](#)
- [Personnel Qualifications](#)
- [Additional Information](#)
- [Corporate Financial Condition](#)
- [Cost and Pricing Analysis](#)

Q. Proposal Content

1. Quality and Timeliness

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. OTS shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

2. Assume Complete Responsibility

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

3. Approach

Proposals should define Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section III.

4. Introduction/Administrative Data

- a. The introductory section should contain summary information about the Proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of DHH BHSF Eligibility Systems Section as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b. This introductory section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.
- c. This section should also include the following information:
 - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If 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 DHH 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; and
 - viii. Proposer's state and federal tax identification numbers; and
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)
- d. The following information ***must*** be included in the proposal:
- i. Certification Statement: The Proposer must sign and submit an original Certification Statement (See Attachment II).

5. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section III of the RFP. In this section the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe the approach to delivering an integrated and comprehensive solution or service, as applicable.
- g. Describe the approach to have the solution integrate with the enterprise architecture.
- h. Describe approach and strategy for project oversight and management.

- i. 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.
- j. Demonstrate an understanding of and ability to implement data collection as needed.
- k. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section III.
- l. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- m. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- n. Identify all assumptions or constraints on tasks.
- o. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- p. If the Proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- q. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- r. Proposer may provide additional information that could be helpful in the successful implementation of this project or that may identify potential implementation roadblocks.
- s. Proposer must clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future DHH-wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution.
- t. Proposer must clearly outline the solution's scalability to accommodate future growth. This must include a plan for monitoring, planning, testing and implementation, disaster recovery, backup process/procedures, etc. necessary to support this requirement. The contractor shall clearly identify any systems or portions of systems outlined in the proposal that are considered to be proprietary in nature.

6. Relevant Corporate Experience

- a. Proposers must demonstrate having served as a Prime Contractor for at least two (2) successful project implementations (that are still in use) in the business of providing services for the implementation and operation of eligibility determination systems comparable in size and complexity during the past six (6) years. Proposers' past, successful solutions must allow for 1,000 concurrent users, and have integrated with ten or more internal and external systems and/or interfaces.
- b. Proposers must include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by OTS. Proposers must give at least two customer references for projects implemented in at least the last six (6) years in which the company served as the Prime Contractor. References shall include the name, e-mail address and telephone number of each contact person.
- c. In this section, a statement of the Proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, Proposer should so state.
- d. Proposers must describe qualifications at the corporate level that align with the requirements of the RFP.
- e. Proposer must describe experience implementing the solution they are proposing.
- f. Proposer must describe experience implementing and operating eligibility determination systems in state government.

7. 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 implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-Contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.

- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - i. Experience with Proposer
 - ii. Previous experience in projects of similar scope and size
 - iii. Educational background, certifications, licenses, special skills, etc
- 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.
- g. **Contractor Project Management Team**

The Proposer shall describe its approach to Project Management, including meeting the Project Management requirements included in Section III L, as well as how the proposed team will work together to fulfill the scope of work.

8. Additional Information

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

9. Corporate Financial Condition

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

10. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
- b. Proposer shall submit the breakdown as defined in the cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined. Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.
- c. Proposer shall include cost associated with the EA integration, itemized by the seven (7) EA components with which the E&E solution must integrate.

- d. Proposer shall include the cost structure for the hosting, but separated from other requirements documented within this RFP. The State will consider only a solution that is hosted on premises on state-owned assets.
- e. Proposer shall include a cost estimate for acquiring office space to assure that all key project personnel are located within 30 minutes of the Bienville Building, *628 North Fourth St, Baton Rouge, LA 70802*.

R. Waiver of Administrative Informalities

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

S. Withdrawal of Proposal

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

T. Proposer's Cooperation

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

U. Commissioner's Statements

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

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the OTS Evaluation Staff.

3. All proposed solutions will be evaluated with consideration given to the level of configuration, integration, and/or custom code that will be necessary to implement the solution. Proposers must complete the "EE Self Evaluation Requirements Matrix" spreadsheet located in the Procurement Library to identify the level of customization for each requirement (ranging from no customization or configuration required to functionality is not in the system). If functionality requires customization, the Proposer must provide an explanation as to the complexity of the customization and a cost estimate for the customization.
4. Preference will be given to Proposers with experience implementing the solution they are proposing.
5. Preference will be given to Proposers with experience implementing and operating eligibility determination systems in state government.
6. Preference will be given to innovative solutions that also address the scope of work outlined in the RFP.
7. Scoring will be based on a possible total of **1000** points and the proposal with the highest total score will be recommended for award.
8. **Cost Evaluation:**
 - a. The Proposer with the lowest total cost for all three (3) years shall receive 200 points. Other Proposers shall receive points for cost based upon the following formula:

$$CCS = (LPC/PC) * 250$$

CCS= Computed Cost Score (points) for Proposer being evaluated

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

- b. The assignment of the 250 points based on the above formula will be calculated by a member of the OTS Evaluation staff.

9. **Hudson/Veteran Small Entrepreneurship Program**

- a. Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.
 - b. **Proposer Status and Reserved Points:**
Reserved points shall be added to the applicable Proposers' evaluation score as follows:
 - i. Proposer is a certified small entrepreneurship: Full amount of the reserved points

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

10. Evaluation Criteria and Assigned Weights

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. **Only proposals that score at least 100 or above for Business Requirement Response will be considered for award.** (For purposes of evaluation, Scope of Work sections B through E comprise the totality of “Business Requirements.”) The evaluation will be conducted according to the following:

Evaluation Criteria	Assigned Weight
Self-Evaluation Response	100
Business Requirements Response	150
Technical Requirements Response	75
Work Plan and Project Execution	200
Project Staffing	50
Relevant Corporate Experience	50
Corporate Financial Condition	25
Cost and Pricing Analysis	250
Veteran and Hudson Initiatives	100
Total	1000

B. On Site Presentation/Demonstration

1. The State may require the top three scored Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Proposers should tentatively reserve the week of April 27, 2015, to provide on-site presentations on their proposal. The State may adjust scoring of Business, Technical, or Work Plan Responses as appropriate as a result of clarifications provided during the oral presentations. On-site presentations/demonstrations will allow the selected Proposers to demonstrate their unique capability to provide the services requested in the RFP. Presentations can only cover the systems and functionality that has been proposed. Proposers shall not introduce new features, services or functionality that were not part of the initial proposal.

2. 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,
 - d. If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.

C. Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by OTS, that will determine the proposal most advantageous to the State, taking into consideration cost and the other evaluation factors set forth in the RFP.

D. Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be excluded from further consideration.

E. Clarification of Proposals

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

F. Announcement of Award

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.
2. The State will notify the successful Proposer by a "Notice of Intent to Award" letter and proceed to negotiate terms for final contract. The "Notice of Intent to Award" letter is the notification of the award, contingent upon approval by the Division of Administration, Office of Contractual Review and successful negotiation and execution of a written contract. Unsuccessful proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within **fourteen (14)** days after the award has been announced by the agency.

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by DHH and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DHH. The identification of all such confidential data and information as well as DHH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DHH in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by DHH to be adequate for the protection of DHH's confidential information, such methods and procedures may be used, with the written consent of DHH, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the ***Office of Technology Services and the Department of Health and Hospitals***.

B. Taxes

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

C. Fund Use

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

VII. CONTRACTUAL INFORMATION

A. Contract

The contract between OTS and the Contractor shall include the standard OTS contract (Attachment III) including a negotiated scope of work, the RFP and its

amendments and addenda, and the Contractor's proposal. The attached sample contract contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the contract and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of OTS. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure

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

3. Order of Precedence

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

4. Entire Agreement

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

5. Board Resolution/Signature Authority

The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations

The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

7. Warranty of Removal of Conflict of Interest

The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform OTS promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. Corporation Requirements

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

- a. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- 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 OTS from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26 or, if the contract is executed after December 31, 2014, Louisiana Revised Statutes 39:1672.1-1672.4.

10. Right To Audit

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

11. Contract Modification

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

12. Severability

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

13. Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this

contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

B. Mutual Obligations and Responsibilities

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

C. Retainage

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

D. Indemnification and Limitation of Liability

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.
5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. Termination

1. Termination For Cause

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

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

2. Termination For Convenience

State may terminate the Contract at any time without penalty by giving **thirty (30)** days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3. Termination For Non-Appropriation Of Funds

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

F. Independent Assurances

1. The State of Louisiana, Office of Technology Services, and/or Department of Health and Hospitals, will also require the Contractor and/or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. When required by the state the Contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV&V), and other internal project/program reviews and audits.
2. These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and includes a detailed description of the audit firm's tests of the operating effectiveness of controls.

3. The Contractor shall supply OTS and the Department with an exact copy of the report within **thirty (30)** calendar days of completion. When required by Office of Public Health, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State. If cost of the audit is to be borne by the Contractor, it was included in the response to the RFP.

VIII. Attachments:

- A. Veteran and Hudson Initiatives
- B. Certification Statement
- C. OTS Sample Contract
- D. HIPAA BAA
- E. Cost Template
- F. Regional Map

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Proposers are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaforward.com/index 2.asp>.

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

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

Proposer Status and Reserved Points

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

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

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

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504> and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>.

The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpProposer.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/Proposer/srchven.cfm>. When using this site, determine the search criteria (i.e., alphabetized list of all certified Proposers, by commodities, etc.) and select SmallE, VSE, or DVSE.

Attachment II: Certification Statement

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 14 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and 14 days to execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or disbarred can be viewed via the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

**STATE OF LOUISIANA
CONTRACT**

On this ____ day of 20__, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

[Provide the concise description of the data processing consulting services to be acquired]¶

1.2 COMPLETE DESCRIPTION OF SERVICES¶

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources¶

2.0 ADMINISTRATIVE REQUIREMENTS¶

2.1 TERM OF CONTRACT¶

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.¶

2.2 WARRANTIES¶

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.¶

- A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (***spell-out***) (***n***) months thereafter.¶
- B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.¶

- C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.¶
- D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.¶
- E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.¶
- F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "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. "Unauthorized Code" does not include "Self-Help Code".¶

2.3 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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt

written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

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

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

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

2.4 STAFF INSURANCE¶

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.5 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.

2.6 SECURITY¶

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

2.7 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is .

2.8 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, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required 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 this Contract, or is rightfully obtained from third parties.¶

3.0 TECHNICAL REQUIREMENTS¶

3.1 STATEMENT OF WORK¶

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.¶

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.¶

3.3 PROJECT MANAGEMENT¶

- A. Contractor shall provide, at a minimum, the following project management functions:¶
- B. *Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

- C. *Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.¶¶
- D. *Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.¶¶
- E. *Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.¶¶
- F. *Provide Issue Control*. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.¶¶

3.4 QUALITY ASSURANCE REVIEWS¶¶

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.¶¶

3.5 CONTRACTOR RESOURCES¶¶

Contractor agrees to provide the following Contract related resources:¶¶

- A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.¶¶
- B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall

not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.¶¶

D. *Other Resources.* Contractor will provide other resources as specified in Attachment III.¶¶

3.6 STATE PROJECT DIRECTOR¶¶

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES¶¶

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.¶¶

3.9 ELECTRONICALLY FORMATTED INFORMATION¶¶

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.¶¶

4.0 ACCEPTANCE OF DELIVERABLES¶¶

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

- B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.
- C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.
- D. *Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.
- E. *Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of _____ (Name of Designee).

(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)

Example A. Payment by Task.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and

deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:¶

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.

The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.

Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.

The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.

No interest on retained funds shall accrue to the Contractor.¶

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

Example B. Payment by Percentage of Completion

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:¶

Project Milestone Percentage

Project Schedule showing start and end dates for key

project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor. 10%¶
Applications and Analysis Completed 40%
Testing procedures accepted by the State and training of State personnel 30%
Final Plan accepted by the State 20%

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE¶

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

6.2 TERMINATION FOR CONVENIENCE¶

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT¶

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.¶

8.0 AVAILABILITY OF FUNDS¶

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.¶

9.0 OWNERSHIP OF PRODUCT¶

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.¶

10.0 NONASSIGNABILITY

¶No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of 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.

11.0 RIGHT TO AUDIT¶

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.¶

12.0 RECORD RETENTION¶

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.¶

13.0 AMENDMENTS IN WRITING¶

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.¶

14.0 FUND USE¶

Contractor agrees not to use funds received for services rendered under this Contract 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.¶

15.0 NON-DISCRIMINATION¶

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 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 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, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.¶

16.0 HEADINGS¶

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

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)¶

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.¶

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.¶¶

THUS DONE AND SIGNED on the date(s) noted below¶ ¶

CONTRACTOR'S SIGNATURE¶

DATE¶

STATE'S SIGNATURE¶

DATE¶

**OPTIONAL FEDERAL REQUIREMENTS¶
ANTI-KICKBACK CLAUSE¶**

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee 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.¶

CLEAN AIR ACT¶

Contractor 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 nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.¶

ENERGY POLICY AND CONSERVATION ACT¶

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

CLEAN WATER ACT¶

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.¶ ¶

ATTACHMENT I STATEMENT OF WORK



1.0 INTRODUCTION

[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

2.0 DESCRIPTION OF SERVICES/TASKS

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

3.0 SCHEDULE REQUIREMENTS

[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

[Describe the performance measures to be taken during the project and monitoring plan.]

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of

	detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.

Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

5.0 STANDARD OF PERFORMANCE¶

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:¶

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]¶

ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT¶ ¶

The system to be installed must be able to operate on the State data processing facility and configuration as follows:¶

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE¶

[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]¶

2.0 SPECIAL REQUIREMENTS¶

[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]¶

3.0 STANDARDS AND GUIDELINES¶

[List here references to applicable standards and/or guidelines or indicate "NONE'."]¶

[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should takes steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]

ATTACHMENT III
CONTRACTOR PERSONNEL AND OTHER RESOURCES¶ ¶
1.0 CONTRACTOR PERSONNEL¶

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:¶

Name/Company	Responsibilities/Classification	Rate	Expected Duration
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...			
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...			
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...			
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...¶			
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[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]¶

2.0 PC WORKSTATIONS¶

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.¶

3.0 NETWORK CONNECTIVITY¶

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.¶¶¶

ATTACHMENT IV
STATE FURNISHED RESOURCES¶

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:¶

1.0 PROJECT DIRECTOR¶

The Project Director appointed by the State as described in Section 3.6 is _____ who is the principal point of contract for this contract on behalf of the State.¶

2.0 TECHNICAL STAFF¶

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.¶

3.0 FUNCTIONAL STAFF¶

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director.¶

4.0 OFFICE FACILITIES¶

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.¶

5.0 COMPUTER FACILITIES¶

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.¶¶

ATTACHMENT V
INSURANCE REQUIREMENTS FOR CONTRACTORS¶ ¶
1.0 MINIMUM SCOPE OF INSURANCE¶

Coverage shall be at least as broad as:¶

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".¶
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.¶
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.¶

2.0 MINIMUM LIMITS OF INSURANCE¶

Contractor shall maintain limits no less than:¶

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.¶
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.¶
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.¶

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS¶

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.¶

4.0 OTHER INSURANCE PROVISIONS¶

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

1. General Liability and Automobile Liability Coverages¶
 - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under

"Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.¶

- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.¶

2. Workers' Compensation and Employers Liability Coverage¶

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

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.¶

5.0 ACCEPTABILITY OF INSURERS¶

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.¶

6.0 VERIFICATION OF COVERAGE¶

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. 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 Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.¶

7.0 SUBCONTRACTORS¶

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

Attachment IV: HIPAA Addendum

Rev 09/2013

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment ____ to the contract.

1. The Louisiana Department of Health and Hospitals ("DHH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care Provider that transmits health information in electronic form.
2. Contractor is a Business Associate of DHH, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - A. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care Provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), Contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause Contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section

14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of DHH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by DHH, in which case Contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.

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

COST TEMPLATE

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.

Instructions:

Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP. Proposers shall be required to complete all cost schedules as part of the cost proposal.

Proposers shall provide one flat rate per deliverable in Schedule B.

A Proposer's cost proposal will be evaluated based on the fully-burdened cost for the required deliverables listed in the Pricing Schedules.

Proposers shall not alter the format of the pricing worksheets or provide anything less than the information requested in the pricing schedules. Further instructions for each pricing schedule are included in each pricing schedule A – E.

PRICING SCHEDULE

Total Evaluated Proposal Price

Pricing Schedule A

Total Evaluated Price for Design, Development & Implementation:

(from Pricing Schedule B)

\$_____

Total Evaluated Price for Maintenance & Operations:

(from Pricing Schedule C for Years 1-5)

\$_____

Total Evaluated Price for Hardware and Software:

(from Pricing Schedule D)

\$_____

Total Evaluated Price for Office Space/Facilities:

(from Pricing Schedule E)

\$_____

TOTAL

\$_____

Signature

Title

Date

PRICING SCHEDULE

Design, Development and Implementation

Pricing Schedule B

Proposers shall provide one flat rate per deliverable for the architectural component implementation scenario as described in Section [III F](#): (1) integration with the existing Enterprise Architecture (EA).

Pricing Elements (Milestones and Deliverables) – all 3 Years

Project Phase	RFP Reference	Deliverable	Deliverable Cost
Start Up		Electronic Document Repository	
		Project Plan Baseline	
		Project Management Plan, including Quality Assurance/Quality Management Plan, Project Communication Plan, Risk Management Plan, Resource Management and Staffing Plan, and Change Management Plan	
		Phase Entrance and Exit Criteria	
		Deliverable Review and Acceptance Procedures	
		ELC Gate Review Crosswalk	
		Project Control and Issue Reporting System	
		Workflow Management Plan	
		Electronic change request submission and management tool	
Detailed Requirement Definition Phase		Requirements Definition Session Schedule	
		Requirements Definition and Validation Plan	
		Requirements Session Meeting Minutes	
		Detailed Requirements Specification Template	
		Detailed Requirements Specification Document (RSD)	

Project Phase	RFP Reference	Deliverable	Deliverable Cost
		Requirements Traceability Matrix (RTM)	
		Detailed System Design Plan	
Design Phase		Detailed Design Session Schedule	
		Detailed Design Session Agendas	
		Detailed System Design Session Meeting Minutes	
		Online Application Template	
		Enterprise Architecture and Implementation Plan	
		Physical and System Security Plan	
		System Generated Reports	
		Detailed Design Specification Document (DSD)	
		Updated Requirements Traceability Matrix (RTM)	
		Unit Test Plan and Checklist Template	
Data Conversion Phase		Data Conversion Plan	
		Data Conversion Test Results	
Testing Phase		Testing Plan	
		Test Cases	
		Business Continuity and Disaster Recovery Plan	
		Final Test Results	
		Training Plan	
		Training Schedule	
Training Phase		Training Materials	
		Online training demonstration for Client Web Portal	

Project Phase	RFP Reference	Deliverable	Deliverable Cost
		Completed Training Sessions	
		Implementation Strategy	
		Operational Readiness Walkthrough	
Implementation & Rollout Phase		“Go-Live” Support Plan	
		Rollout Plan	
		Updated System and Operational Documentation	
		Post-Implementation Operational Monitoring Plan	
		Agency documentation of E&E solution acceptance	
		Operations and Maintenance Plan	
		System documentation library	
Operations & Maintenance Phase		Operations Issue Reports	
		System Turnover Plan	
		System Requirements Statement	
Enterprise Architecture Integration Phase		Design Plan	
		Testing Plan	
		Implementation Plan	
		Lessons Learned Document	
Turnover Phase		Lessons Learned document	
Total Evaluated Price for DDI			

Signature

Title

Date

PRICING SCHEDULE

Maintenance and Operations

Pricing Schedule C

This pricing schedule shall include the estimated cost of maintenance and operations for Years 1-5. Proposers shall provide a monthly breakdown and total for each year. Years 4 and 5 are optional and contingent upon approval of contract extension per [Section III.U \(Term of Contract\)](#).

Maintenance and Operations - Required

Year 1	Month 1	\$	
	Month 2	\$	
	Month 3	\$	
	Month 4	\$	
	Month 5	\$	
	Month 6	\$	
	Month 7	\$	
	Month 8	\$	
	Month 9	\$	
	Month 10	\$	
	Month 11	\$	
	Month 12	\$	
Year 1 Total		\$	
Year 2	Month 1	\$	
	Month 2	\$	
	Month 3	\$	
	Month 4	\$	
	Month 5	\$	
	Month 6	\$	
	Month 7	\$	

Month 8	\$
Month 9	\$
Month 10	\$
Month 11	\$
Month 12	\$

Year 2 Total	\$
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Year 3

Month 1	\$
Month 2	\$
Month 3	\$
Month 4	\$
Month 5	\$
Month 6	\$
Month 7	\$
Month 8	\$
Month 9	\$
Month 10	\$
Month 11	\$
Month 12	\$

Year 3 Total	\$
---------------------	-----------

Year 4

Month 1	\$
Month 2	\$
Month 3	\$
Month 4	\$
Month 5	\$
Month 6	\$
Month 7	\$
Month 8	\$

	Month 9	\$	
	Month 10	\$	
	Month 11	\$	
	Month 12	\$	
	Year 4 Total	\$	
Year 5	Month 1	\$	
	Month 2	\$	
	Month 3	\$	
	Month 4	\$	
	Month 5	\$	
	Month 6	\$	
	Month 7	\$	
	Month 8	\$	
	Month 9	\$	
	Month 10	\$	
	Month 11	\$	
	Month 12	\$	
	Year 5 Total	\$	
Grand Total		\$	

Signature

Title

Date

PRICING SCHEDULE

Hardware and Software

Pricing Schedule D

Contractor must host its solution entirely on state-owned assets. The solution/system must be able to pass all CMS and IRS security audits. The State must own all software and reserves the right to procure the hardware and software outside of this contract. Proposers must provide a detailed breakdown of the hardware and software resources and licenses required for their solution and an itemized cost for these resources. Proposers should indicate whether the cost is a one-time or recurring cost. The breakdown should include, but is not limited to, the following elements for software and hardware:

- Software package technical specifications and requirements
- Software licensing structure
- Hardware specifications and requirements
- Database requirements
- OS requirements
- Networking requirements
- Security configuration requirements

I. Pricing Elements for Hardware

a. Total All-Inclusive Price- Year 1		\$_____
<Proposer details of hardware requirements>	\$_____	
<Proposer details of hardware requirements>	\$_____	
<Proposer details of hardware requirements>	\$_____	
<Maintenance Cost of hardware>	\$_____	
 b. Total All-Inclusive Price- Year 2		\$_____
<Proposer details of hardware requirements>	\$_____	
<Proposer details of hardware requirements>	\$_____	
<Proposer details of hardware requirements>	\$_____	
<Maintenance Cost of hardware>	\$_____	
 c. Total All-Inclusive Price- Year 3		\$_____
<Proposer details of hardware requirements>	\$_____	
<Proposer details of hardware requirements>	\$_____	

<Proposer details of hardware requirements> \$ _____

<Maintenance Cost of hardware> \$ _____

d. Total All-Inclusive Price- Year 4 \$ _____

<Proposer details of hardware requirements> \$ _____

<Proposer details of hardware requirements> \$ _____

<Proposer details of hardware requirements> \$ _____

<Maintenance Cost of hardware> \$ _____

e. Total All-Inclusive Price- Year 5 \$ _____

<Proposer details of hardware requirements> \$ _____

<Proposer details of hardware requirements> \$ _____

<Proposer details of hardware requirements> \$ _____

<Maintenance Cost of hardware> \$ _____

TOTAL HARDWARE COSTS \$ _____

II. Pricing Elements for Software

a. Total All-Inclusive Price- Year 1 \$ _____

<Proposer details of software requirements> \$ _____

<Proposer details of software requirements> \$ _____

<Proposer details of software requirements> \$ _____

<Maintenance Cost of software> \$ _____

b. Total All-Inclusive Price- Year 2 \$ _____

<Proposer details of software requirements> \$ _____

<Proposer details of software requirements> \$ _____

<Proposer details of software requirements> \$ _____

<Maintenance Cost of software> \$ _____

c. Total All-Inclusive Price- Year 3 \$ _____

<Proposer details of software requirements>	\$ _____
<Proposer details of software requirements>	\$ _____
<Proposer details of software requirements>	\$ _____
<Maintenance Cost of software>	\$ _____

d. Total All-Inclusive Price- Year 4		\$ _____
<Proposer details of software requirements>	\$ _____	
<Proposer details of software requirements>	\$ _____	
<Proposer details of software requirements>	\$ _____	
<Maintenance Cost of software>	\$ _____	

e. Total All-Inclusive Price- Year 5		\$ _____
<Proposer details of software requirements>	\$ _____	
<Proposer details of software requirements>	\$ _____	
<Proposer details of software requirements>	\$ _____	
<Maintenance Cost of software>	\$ _____	

TOTAL SOFTWARE COSTS	\$ _____
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TOTAL HARDWARE AND SOFTWARE COSTS (Years 1-5)	\$ _____
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Signature	Title	Date
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PRICING SCHEDULE

Office Space/Facilities

Pricing Schedule E

This pricing schedule shall include the estimated cost of acquiring office space to assure that all key project personnel are located within 30 minutes of the Bienville Building, 628 North Fourth St, Baton Rouge, LA 70802. **Only the actual costs of acquiring this space will be paid.**

Contractor Office Space/Facilities

Contractor Office Space/Facilities – Year 1 \$ _____

Contractor Office Space/Facilities – Year 2 \$ _____

Contractor Office Space/Facilities – Year 3 \$ _____

Total \$ _____

Regional Map

DEPARTMENT OF HEALTH —
AND HOSPITALS**REGION 1 – Greater New Orleans Area**

Benson Tower, 1450 Poydras St.,
10th Floor, New Orleans, LA 70112
Mail to: P.O. Box 1521
New Orleans, LA 70004-1521
PHONE: (504) 599-0606
FAX: 1-866-853-7278

REGION 4 - Acadlana

117 Production Drive
Lafayette, LA 70508
Mail to: P.O. Box 81709
Lafayette, LA 70508-1709
PHONE: (337) 262-1231
FAX: (337) 262-1232

REGION 7 – Northwest Louisiana

3020 Knight St.- Suite 100
Shreveport, LA 71105
PHONE: (318) 862-9875
FAX: (318) 862-9701
TTD: (318) 862-9714 or
1-888-838-2351

REGION 2 – Capital Area

2521 Wooddale Blvd.
Baton Rouge, LA 70805
Mail to: P.O. Box 91248
Baton Rouge, LA 70821-9248
PHONE: (225) 925-6505
FAX: (225) 925-6525

REGION 5 – Southwest Louisiana

One Lakeshore Drive, Suite 700
Lake Charles, LA 70629
Mail to: P.O. Box 3250
Lake Charles, LA 70602-3250
PHONE: (337) 491-2439
FAX: (337) 491-2785

REGION 8 – Northeast Louisiana

122 St. John St.
State Office Building, Room 110
Monroe, LA 71201-7384
PHONE: (318) 362-3066
FAX: (318) 362-3065

REGION 3 – South Central Louisiana

1000-C Plantation Road
Thibodaux, LA. 70301
PHONE: (985) 449-5163
FAX: (985) 449-5030

REGION 6 – Central Louisiana

3600 Jackson St., Dunbar Plaza, Suite 113
Alexandria, LA 71303
Mail to: P.O. Box 13316
Alexandria, LA 71315-3316
PHONE: (318) 487-5147
FAX: (318) 484-2410

REGION 9 - Northshore Area

121 Robin Hood Drive
Hammond, LA 70403
PHONE: (985) 543-4218
FAX: (985) 543-4221