State of Louisiana

Louisiana Department of Health
Bureau of Health Services Financing

Health Plan Relations

REQUEST FOR PROPOSALS

For

ENROLLMENT BROKER

RFP # 3000005492

Proposal Due Date/Time: August 15, 2016 4:00pm CDT

Release Date: July 15, 2016

Table of Contents

1 GENERAL INFORMATION 8
1.1. Background 8
1.2 Overview of Medicaid Managed Care System 8
1.3 Purpose 9
1.4 Invitation to Propose 9
1.5 RFP Addenda 10
2 ADMINISTRATIVE INFORMATION 11
2.1 RFP Coordinator 11
2.2 Blackout Period 11
2.3 Proposer Inquiries 12
2.4 Schedule of Events 12
3 SCOPE OF WORK 13
3.1 Project Overview 13
3.2 Deliverables 14
3.3 Fraud and Abuse 27
3.4 Technical Requirements 27
3.5 Contingency Plan 29
3.6 Staffing Requirements 31
3.7 Transition Plan 33
3.8 Administrative Actions, Liquidated Damages and Intermediate Sanctions 34
3.9 Subcontracting 38
3.10 Compliance With Civil Rights Laws 38
3.11 Insurance Requirements 39
3.12 Resources Available to Contractor 42
3.13 Contract Monitor 42
3.14 Term of Contract 42
3.15 Payment Terms 43
4 PROPOSALS 44
4.1 General Information 44
4.2 Contact After Solicitation Deadline 44
4.3 Code of Ethics 44
4.4 Rejection and Cancellation 44
4.5 Contract Award and Execution 45
4.6 Assignments 45
4.7 Determination of Responsibility 45
4.8 Proposal and Contract Preparation Costs 45
4.9 Best and Final Offers (BAFO) 46

4.10 Errors and Omissions 46
4.11 Ownership of Proposal 46
4.12 Online Procurement Library/Resources Available to Proposer 46
4.13 Proposal Submission 46
4.14 Proprietary and/or Confidential Information 47
4.15 Proposal Format 48
4.16 Requested Proposal Outline 48
4.17 Proposal Content 48
4.18 Waiver of Administrative Informalities 52
4.19 Withdrawal of Proposal 52
4.20 Proposer's Cooperation 52
4.21 Commissioner's Statements 52
5 EVALUATION AND SELECTION 53
5.1 Evaluation Criteria 53
5.2 On Site Presentation/Demonstration 54
5.3 Proposal Review Committee 54
5.4 Administrative and Mandatory Screening 54
5.5 Clarification of Proposals 54
5.6 Announcement of Award 54
6 SUCCESSFUL CONTRACTOR REQUIREMENTS 56
6.1 Confidentiality of Data 56
6.2 Taxes 56
6.3 Fund Use 56
7 CONTRACTUAL INFORMATION 57
7.1 Contract 57
7.2 Mutual Obligations and Responsibilities 58
7.3 Performance Bond 58
7.4 Indemnification and Limitation of Liability 59
7.5 Termination 60
8 APPENDICES: 62
~~Appendix A: Veteran and Hudson Initiatives~~ 63
Appendix B: Certification Statement 64
Appendix C: LDH Standard Contract Form (CF-1) 65
Appendix D: HIPAA Business Associate Addendum 71
Appendix E: Cost Worksheet 73
Appendix F: Enterprise Architecture Integration Requirements 75

Glossary

The following terms, as used in this RFP, shall be construed and interpreted as follows unless the context clearly indicates otherwise.

Term	Definition
Action	The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment for a service; the failure to provide services in a timely manner; or the failure of the Plan to act within the timeframes.
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
ANSI ASC X12 834	Benefit Enrollment and Maintenance is the standard adopted for electronic exchange of individual, subscriber, and dependent enrollment and maintenance information with health plans, either directly or through a vendor, such as a health care clearinghouse. In some instances, this transaction may be used also to exchange enrollment and maintenance information with health care providers or between health plans and health care providers
Appeal	A request for a review of an action.
Automatic Assignment	The process utilized to enroll into a managed care organization (MCO), using predetermined algorithms for a Medicaid eligible who (1) is not excluded from MCO participation and (2) does not proactively select an MCO at the time of application.
Bureau of Health Services Financing (BHSF)	The agency within the Louisiana Department of Health, Office of Management & Finance that has been designated as Louisiana's single state Medicaid agency to administer the Medicaid program.
Business Day	Traditional workdays that are Monday, Tuesday, Wednesday, Thursday and Friday from 8 am to 5 pm Central Time. Only Louisiana State holidays are excluded.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term "days" in this RFP refers to calendar days.
Can/Should/May	Denotes an allowable activity, but not a mandatory requirement.
Cause	Specified reasons that allow mandatorily enrolled MCO members to change their MCO choice. Term may also be referred to as "good cause."
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children's Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CHIP	Children's Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.
Chisholm Class Members	All current and future recipients of Medicaid in the state of Louisiana under age twenty-one who are now on or will in the future be placed on the Developmental Disabilities Request for Services Registry.
Choice Counseling	Enrollment Broker activities such as answering questions and providing information in an unbiased manner on available MCOs advising potential enrollees/enrollees on what factors to consider when choosing among them.
Complaint	Any communication a member has in which displeasure with a non-action is expressed.
Contractor	Any person having a contract with a governmental body; the selected proposer.
Corrective Action Plan (CAP)	A plan developed by the Enrollment Broker or MCO that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency.
Disenrollment	Action taken by LDH or its designee to remove a Medicaid MCO member from the MCO following the receipt and approval of a written request for disenrollment or a determination

	made by LDH or its designee that the member is no longer eligible for Medicaid or enrollment in the MCO Program.
Eligibility Determination	The process for which an individual may be determined eligible for the Medicaid or CHIP program.
Eligible	An individual determined eligible for assistance in accordance with the Medicaid State Plan(s) under the Title XIX or Title XXI of the Social Security Act.
Enrollee	Louisiana Medicaid eligible (recipient) who is currently enrolled in a MCO.
Enrollment	The process conducted by the Enrollment Broker by which an eligible Medicaid or CHIP recipient becomes a member of a MCO.
Enrollment Activities	Activities such as but not limited to distributing, collecting, and processing enrollment materials and taking enrollments by phone or in person.
Enrollment Broker	The State's contracted agent that performs functions related to outreach, education, choice counseling, enrollment and disenrollment of potential and existing enrollees into a LDH managed care program.
Enrollment Broker Call Center	An operation physically located within the United States which is sufficiently staffed with individuals who have adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered programs, whose function is to provide Enrollment Broker services.
Enrollment Services	Services provided in accordance with provisions set forth in Title XIX of the Social Security Act and Louisiana Medicaid Program, their attendant regulations, guidelines and policies. Services include but are not limited to choice counseling, and enrollment activities.
Grievance	An expression of member/provider dissatisfaction about any matter other than an action, as action is defined. Examples of grievances include dissatisfaction with quality of care, quality of service, rudeness of a provider or a network employee and network administration practices. Administrative grievances are generally those relating to dissatisfaction with the delivery of administrative services, coverage issues, and access to care issues.
Healthy Louisiana	Healthy Louisiana is the way most of Louisiana's Medicaid and LaCHIP recipients receive all health care services (acute, primary, behavioral health) except dental. The overriding goal is to encourage enrollees to own their own health and the health of their families. In Healthy Louisiana, Medicaid recipients enroll in a Health Plan. These Plans differ from one another in several ways, including their provider networks, referral policies, health management programs and extra services and incentives offered. Each of these Plans is accountable to the Department of Health (LDH) and the State of Louisiana.
ICF/DD	Intermediate Care Facility for persons with Developmental Disabilities. ICFs/DD provide active treatment (AT), a continuous, aggressive, and consistent implementation of a program of specialized and generic training, treatment, and health or related services, directed toward helping the enrollee function with as much self-determination and independence as possible. ICF/DD is the most comprehensive benefit in Medicaid. Federal rules provide for a wide scope of required services and facility requirements for administering services
Key Staff	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the entity either directly or indirectly.
Liquidated Damages	Monetary penalties that may be assessed whenever the Contractor and/or its contractors fails to achieve certain performance standards and other requirements defined in the terms and conditions of the RFP.
Louisiana Department of Health (LDH)	The state department responsible for promoting and protecting health and ensuring access to medical, preventive and rehabilitative services for all citizens in the state of Louisiana. Also referred to as The Department.
Louisiana Medicaid State Plan	The binding written agreement between LDH and CMS which describes how the Medicaid program is administered and determines the services LDH will receive federal financial participation.

Managed Care Organization (MCO)	A private entity that contracts with LDH to provide core benefits and services to Louisiana Medicaid MCO Program enrollees in exchange for a monthly prepaid capitated amount per member. The entity is regulated by the Louisiana Department of Insurance with respect to licensure and financial solvency, pursuant to La.R.S. 22:1016, but shall, solely with respect to its products and services offered pursuant to the Louisiana Medicaid Program be regulated by the Louisiana Department of Health.
Medicaid Eligibility Data System (MEDS)	The ADABAS Data System responsible for capturing, maintaining, and transmitting Medicaid eligibility. The MEDS system is vital to LDH 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.
Member	As it relates to this RFP refers to a Medicaid eligible who enrolls in a managed care system (e.g. MCO); also refers to "enrollee" as defined in 42 CFR §438.10(a).
Member Month	A calendar month of coverage for a Medicaid eligible who is enrolled in a managed care program.
Must/Shall/Will	Denotes a mandatory requirement
Open Enrollment	The period of time when a member may change MCOs without cause (once per year after initial enrollment).
Original	Denotes must be signed in ink.
Per Member Per Month (PMPM) Rate	The monthly amount paid to the Enrollment Broker for each individual enrolled in a managed care program.
Potential Enrollee	A Medicaid eligible who is subject to mandatory enrollment or may voluntarily elect to enroll in an MCO, but is not yet an enrollee of a specific MCO.
Procurement Library	A repository of manuals, statutes, rules and other reference material referred to in this RFP located in LDH's Administrative Offices in the Bienville Building, Baton Rouge, Louisiana or in electronic format and accessible at www.dhh.la.gov .
Proposer	Entity or company seeking a contract to provide stated deliverables and services identified within a RFP document.
Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
State	State of Louisiana
Subcontractor	Any entity that contracts directly with the Contractor for the performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.
TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf, which allows for interpreter capability for deaf callers.
Validation	The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias and in accord with standards for data collection and analysis.
Vendor	Any entity that contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.

Acronyms

BHSF	Bureau of Health Services Financing
CAP	Corrective Action Plan
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
EA	Enterprise Architecture
FI	Fiscal Intermediary
FY	Fiscal Year
HIPAA	Health Insurance Portability and Accountability Act
ICF/DD	Intermediate Care Facility for Individuals with Developmental Disabilities
LaCHIP	Louisiana Children's Health Insurance Program
LDH	Louisiana Department of Health
MCO	Managed Care Organization
OAAS	Office of Adult and Aging Services
OBH	Office of Behavioral Health
OCDD	Office for Citizens with Developmental Disabilities
OPH	Office of Public Health
OSP	Office of State Procurement
PMPM	Per Member Per Month
RFP	Request For Proposal
SFTP	Secure File Transfer Protocol
TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf

1 GENERAL INFORMATION

1.1. Background

1.1.1 The mission of the Louisiana Department of Health (LDH) 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 Louisiana Department of Health 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.

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

1.1.3 LDH, 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.

1.1.4 In Louisiana, Medicaid is administered by BHSF. Medicaid is the public assistance program that finances primary and preventative health care coverage to low-income seniors and Individuals with disabilities. Medicaid is funded by both the Federal and State Government and covers a wide range of services including physicians, hospital, nursing home, and Home and Community-Based Services (HCBS). BHSF retains administrative authority for all Medicaid programs, services and waivers.

1.1.5 The Health Plan Relations section, within BHSF, has responsibility for providing information, assistance, and operational support to managed care members and providers. Additionally, the section provides administrative oversight of the Enrollment Broker contract, and compiles and analyzes enrollment data for demographic trends and other indicators of vital interest to the State's management of this program. The section also has primary responsibility for implementation, ongoing operations and oversight of Medicaid managed care delivery systems including the delivery system for acute and behavioral health care hereafter referred to as the Healthy Louisiana program.

1.2 Overview of Medicaid Managed Care System

1.2.1 In 2012, Louisiana implemented Bayou Health, now referred to as Healthy Louisiana, which is a managed care delivery model designed to improve health outcomes and contain costs through coordination of acute care, specialized behavioral health and medical transportation services for approximately 990,000 Medicaid enrollees. Healthy Louisiana also provides specialized behavioral health and medical transportation for an additional 103,000 Medicaid enrollees. The Healthy Louisiana program is a full risk-bearing, Managed Care Organization (MCO) health care delivery system currently comprised of five MCOs. In Healthy Louisiana, enrollees are able to choose a Health Plan that best suits the needs of the enrollee and their family.

1.2.2 Enrollment services for Medicaid managed care systems are provided by an Enrollment Broker. The Enrollment Broker is the primary contact for Medicaid enrollees and provides unbiased choice counseling and education about managed care options to assist enrollees in their selection of a suitable Health Plan. The Enrollment Broker is responsible for the enrollment and disenrollment process of Medicaid enrollees and serves as an impartial conduit managing the linkage between enrollee and MCO.

1.2.3 Currently, LDH staff establishes and recertifies Medicaid financial eligibility for individuals, and provides that information to the Enrollment Broker via the State's Medicaid Management Information System (MMIS). The Enrollment Broker has no role in establishing or maintaining Medicaid eligibility. Eligibility questions from consumers are referred to LDH. Medicaid eligibility requirements and included populations are available at www.dhh.louisiana.gov.

1.3 Purpose

1.3.1 The purpose of this RFP is to solicit proposals from qualified Proposers to provide comprehensive enrollment and support services for managed care programs in the State of Louisiana. The Department seeks to obtain the services of an Enrollment Broker for the operation and maintenance of a statewide enrollment system with full functionality to comply with the specifications detailed in this RFP.

The issuance of this RFP and subsequent contract award is intended to meet several objectives:

1.3.1.1 Implement an enrollment process that provides choice counseling for all managed care programs, and to distribute member and educational materials for potential enrollees and enrollees to ensure an informed choice in the selection of their managed care provider is attained.

1.3.1.2 Implement a disenrollment and transfer of enrollment process for enrollees within one of the Medicaid managed care programs, between the MCOs for each program or out of the programs when applicable.

1.3.1.3 Provide for call center operations that utilize telephony infrastructure and Enrollment Broker staff to respond to inquiries from individuals regarding all aspects of managed care programs under the purview of LDH.

1.3.1.4 Implement and maintain systems required to (1) communicate with each of the MCOs for Medicaid managed care programs, LDH's fiscal intermediary (FI) and/or LDH's Medicaid Eligibility System and any other managed care program; (2) electronically transfer data; (3) maintain enrollment records, MCO provider network and directories; and (4) develop reports as specified by LDH.

1.3.1.5 Provide for in-person choice counseling at a member or potential member's request within 24 hours of the request, at a location of the member / potential member's choosing within the 64 Louisiana parishes.

1.3.1.6 Develop, mail and process enrollment materials to be distributed to members and potential members.

1.4 Invitation to Propose

1.4.1 LDH Health Plan Relations Section invites qualified Proposers to submit proposals for services to provide comprehensive Enrollment Broker and related support services in accordance with the specifications and conditions set forth herein.

1.4.1.1 To be considered for award, Proposers must demonstrate the following minimum qualifications in their proposal:

1.4.1.1.1 Five (5) years of experience in providing Enrollment Broker services within the Medicaid systems. The services must include, but are not limited to, choice counseling, enrollment, disenrollment and transfer capabilities along with call center operations.

1.4.1.1.2 Five (5) years of experience in analysis, collections, reporting and storage of data for participants of Medicaid managed care programs.

1.5 RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments for access by all potential Proposers at the following web address:
http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm

The addenda 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.

2 ADMINISTRATIVE INFORMATION

2.1 RFP Coordinator

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

Rebecca Harris
Louisiana Department of Health
Bureau of Health Services Financing
628 N. 4th Street, 7th Floor
Baton Rouge, LA 70802
Email: Rebecca.harris2@la.gov

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

2.2 Blackout Period

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

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

2.2.3 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.

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

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

2.2.5.1 A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.2545;

2.2.5.2 Duly noticed site visits and/or conferences for bidders or Proposers;

2.2.5.3 Oral presentations during the evaluation process; or

2.2.5.4 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.

2.2.6 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

2.3 Proposer Inquiries

2.3.1 Written inquiries regarding the requirements of the RFP of Scope of Services must be submitted to the RFP Coordinator as listed in Section II. The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. To be considered, written inquiries must be received by mail or email by the date and time specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

2.3.2 Official responses to all written questions submitted by potential proposers will be posted by the date listed in the Schedule of Events section at:

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

Responses may also be posted at:
http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47

2.3.3 The Proposer shall provide an electronic copy of the inquiries in a Microsoft Excel table in the format specified below:

Submitter Name	Document Reference	Section Number	Section Heading	Page Number in Referenced Document	Question

2.3.4 Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted as an addendum.

2.3.5 Action taken as a result of verbal discussion shall not be binding on the State. Only written communication and clarification from the RFP Coordinator shall be considered binding.

2.4 Schedule of Events

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

Schedule of Events	
Public Notice of RFP	Friday, July 15, 2016
Deadline for Receipt of Written Questions	Wednesday, July 27, 2016 4:00 PM CT
Response to Written Questions	On or about Wednesday, August 3, 2016
Deadline for Receipt of Written Proposals	Monday, August 15, 2016 4:00 PM CT
Contract Award Announced	On or about Monday, August 22, 2016
Contract Negotiations Begin	On or about Tuesday, August 23, 2016
Contract Begins	On or about Tuesday, November 1, 2016

3 SCOPE OF WORK

3.1 Project Overview

3.1.1 *Enrollment Broker Function*

3.1.1.1 The purpose of this RFP is to solicit proposals from qualified Proposers to provide the Department with comprehensive Enrollment Broker and related support services in accordance with the specifications set forth herein.

3.1.1.2 As used in the RFP, "Enrollment Broker" means an individual or entity that performs enrollment services, which includes but is not limited to outreach and education, choice counseling and enrollment activities. See 42 CFR §438.810. For purposes of this RFP, Enrollment Broker services include "enrollment services" as defined in 42 CFR §438.810(a), as well as related services described in this RFP, whether or not such services are within the scope of enrollment services as defined in federal regulations.

3.1.1.3 In accordance with 42 CFR §438.810(b)(1), Enrollment Broker activities shall be delivered by an external entity with no corporate connections or financial interest in any Louisiana contracted managed care entity.

3.1.1.4 At a minimum, the Contractor will:

3.1.1.4.1 assure the targeted populations receive timely and adequate information and education

3.1.1.4.2 assure the targeted populations receive choice counseling in the manner of their choosing either face-to-face or via telephone, about managed care delivery systems;

3.1.1.4.3 perform all functions directly related to the enrollment of individuals with the managed care system of their choice in which they are eligible;

~~3.1.1.4.4 provide the capability to access enrollment and/or managed care information for a given recipient via an automated and web-based eligibility verification system. See Appendix F for an example of what information should be included; and~~

3.1.1.4.5 create and distribute member education and enrollment information by mail.

3.1.1.5 Additional eligibility groups may be added upon approval from Centers for Medicare Medicaid Services and/or the Department. Regardless of the number of members, the PMPM shall be the same.

3.1.2 *Innovative Concepts*

3.1.2.1 Proposers must include in their proposals, innovative methods for selecting an MCO and indicating a provider preference, including but not limited to, the design of an application for Enrollment Broker activities for a smart phone or tablet device, and the use of text messaging to communicate with enrollees.

3.1.3 The Contractor shall perform the services to be provided under this Contract entirely within the United States. The term "United States" includes the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa. In addition, the Contractor will not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met his requirement.

3.2 Deliverables

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

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

3.2.2.1 *Reporting*

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

3.2.2.2 *Auditing*

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

3.2.2.3 *Monitoring*

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

3.2.3 *General Requirements*

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

3.2.3.2 The Contractor shall:

3.2.3.2.1 Assist all eligible and potentially eligible individuals throughout the State of Louisiana with enrolling into MCOs or alternative Medicaid managed care programs.

3.2.3.2.2 Assist and educate all managed care enrollees and potential enrollees with their selection of the most appropriate managed care organization based on their eligibility and category of assistance taking into account such factors as: individual's health care needs, previous relationship with a managed care provider, the needs of the individual's family members and managed care system capacity.

3.2.3.2.3 Maintain the secure systems necessary to support all of the functional areas while supporting Medicaid eligibles, enrolled members of the MCOs, provider listings for the managed care entities and for any alternative managed care system.

3.2.3.2.4 Electronically linking and/or disenrolling a member retroactively from an MCO as necessary, based on member eligibility or at the request of LDH.

3.2.3.2.5 Serve as a centralized repository for all MCOs within the Medicaid system with the ability to:

3.2.3.2.5.1 Receive and accurately process eligibility files received from LDH or LDH designees.

3.2.3.2.5.2 Determine the MCO for which the member is eligible and process accordingly.

3.2.3.2.5.3 Accept updates/changes to eligibility files and apply changes appropriately

3.2.3.2.5.4 Identify and transition members from one managed care system to another managed care system as eligibility dictates.

3.2.3.2.6 Ensure multiple access channels to enroll and sufficient administrative support to timely process member inquiries. The enrollment process must allow members the opportunity for self-service by maximizing access through a web-based approach that is supplemented by additional electronic means, including but not limited to e-mail, facsimile and Interactive Voice Response (IVR).

3.2.3.2.7 Provide timely and accurate management reporting that supports decision making for all programs as specified by LDH.

3.2.3.2.8 Maximize the number of opportunities for potential enrollees and enrollees to obtain objective, unbiased information.

3.2.3.2.9 Assist LDH in providing superior enrollment materials to potential enrollees and enrollees that contain information to assist in the selection of a managed care program.

3.2.3.2.10 Ensure that superior enrollment materials are available and in accessible form to all populations, including individuals who have limited reading comprehension and/or who are non-English speaking.

3.2.3.2.11 Establish a call center to support Enrollment Broker and support services inquiries. Call center staff must be capable of handling and responding to inquiries regarding all aspects of managed care programs and services provided by LDH.

3.2.3.2.12 Coordinate and collaborate with LDH to ensure eligible individuals are informed, educated and provided the assistance required to select an appropriate MCO (Choice Counseling).

3.2.3.2.13 Ensure that the targeted populations receive choice counseling in the manner of their choosing, either face-to-face or via telephone.

3.2.3.2.14 Comply with the information requirements of 42 CFR §438.10 to ensure that before enrolling, the potential enrollee receives from the Enrollment Broker, the accurate oral and written information he or she needs to make an informed decision. This information shall be provided in accordance with Social Security Act §1932 and 42 CFR §438.104, in an objective, non-biased fashion that neither favors nor discriminates against any managed care provider.

3.2.3.2.15 Comply with all rules and regulations concerning the enrollment and disenrollment procedures including but not limited to: notification requirements concerning disenrollment rights, enrollment rights, and right to request and obtain information concerning enrollment/disenrollment and provide such information within the timeframe specified by LDH.

3.2.3.2.15.1 Adhere to all Medicaid State and Federal rules, regulations, policies and procedures regarding enrollment and reenrollment. The aforementioned may be found at www.dhh.louisiana.gov.

3.2.3.2.15.2 Adopt and adhere to LDH's approved procedures for member and MCO initiated disenrollment requests.

3.2.3.2.16 Be the primary contact for all managed care eligible/enrollees and educate and enroll eligible individuals into the appropriate MCO.

3.2.3.2.17 Be the single point of contact to members and MCOs for notification of enrollment, disenrollment and transfers.

3.2.3.2.18 Have the ability to systematically retro-disenroll members upon notification of change in eligibility status from LDH or its designee.

3.2.4 *Programmatic Requirements*

The enrollment process shall include, at a minimum, policies and procedures that address Choice Counseling, Enrollment, Disenrollment and Transfer requests. (Visit www.dhh.louisiana.gov for MCO Eligibility, Enrollment and Disenrollment Requirements).

3.2.4.1 *Choice Counseling*

3.2.4.1.1 The Contractor will accept eligibility files identifying managed care eligibles from LDH or its designee from which they will identify the appropriate managed care system for which a member is eligible.

3.2.4.1.2 Within two (2) days of receipt of eligibility files received from LDH or its designee, the Contractor must (1) evaluate and identify individuals eligible to participate in a managed care system and (2) link the individual to an MCO provider within the appropriate system of care.

3.2.4.1.3 The Contractor must accept all MCO choices and, when applicable, provide choices as appropriate for Medicaid enrollees or potential enrollees as indicated on the Medicaid financial application.

3.2.4.1.4 The Contractor will use the approved LDH auto-assignment algorithm to auto-assign individuals who have not identified their managed care choice into the appropriate system of care.

3.2.4.1.5 The Contractor must have the ability to identify and transfer eligible individuals from one MCO to another MCO within the same system of care and across different systems of care, both retroactively and prospectively.

3.2.4.1.6 The Contractor must notify the managed care enrollee, by mail, of the MCO plan they are assigned either by choice or through the auto-assignment algorithm. The notification will include language advising the enrollee of their right to change MCOs within the first ninety (90) days from the date of the notification.

3.2.4.1.7 The Enrollment Broker must notify LDH of any changes in contact information or living arrangements for families or individual members within five (5) business days of identification, including changes in mailing address, residential address if outside Louisiana, e-mail address and telephone number. The manner and format of notification will be determined by LDH.

3.2.4.1.8 Choice counseling must provide for in-person choice counseling at a member's request within 24 hours of the request, at a location of the member / potential member's choosing within the 64 Louisiana parishes. LDH reserves the right to include additional in person, face-to-face interactions with enrollees, including but not limited to choice counseling through outreach events.

3.2.4.1.9 Using Medicaid eligibility information provided by LDH or its designee, the Contractor must compile and mail an enrollment informational packet to all new enrollees. The enrollment informational packet must be approved by LDH and will consist of all required information from each applicable managed care system and include a detailed comparison chart, when necessary or as specified by LDH.

3.2.4.1.10 The Contractor must offer multi-lingual materials in alternative formats, large print, and/or Braille when needed. This material must explain the managed care systems for which they are eligible.

3.2.4.1.11 The Contractor shall be responsible for the compilation of materials for each managed care entity within all managed care systems.

3.2.4.1.12 The Contractor shall be responsible for the printing of materials for all informational packets. The informational packet may include, but is not limited to, the following:

3.2.4.1.12.1 An MCO comparison chart specific to the managed care system, created by the Contractor;

3.2.4.1.12.2 Confirmation letter, incorporating a format approved by LDH, but with language provided by the Contractor, explaining the ninety (90) day grace period deadline; and

3.2.4.1.12.3 A business reply by mail envelope.

3.2.4.1.13 The Contractor shall ensure informational kits are available for eligibles electronically and in hard copy form through Medicaid Eligibility offices. Individuals who attend a face-to-face meeting at any Medicaid Eligibility office can take the informational kit home to review or discuss their options with other family members.

3.2.4.1.14 The importance of early selection of a managed care system shall be emphasized, especially if the potential enrollee indicates priority health needs.

3.2.4.1.15 The Contractor shall provide unbiased information to individuals regarding health plans and managed care systems.

3.2.4.1.16 The Contractor shall inform the enrollee that each member of a family unit will be given the opportunity to select the same MCO if eligible to participate in that system of care.

3.2.4.1.17 The Contractor shall be responsible for identifying any barriers which hinder the enrollee, and where special assistance is needed for individuals who are visually or hearing impaired or have physical or mental disabilities.

3.2.4.1.18 LDH reserves the right to require the development of other managed care informational packets as necessary for any additional or alternative managed care system that may be developed.

3.2.4.2 *Proactive Member Selection of an MCO*

3.2.4.2.1 The Contractor will accept eligibility files identifying managed care eligibles from LDH or its designee from which they will identify the appropriate managed care system for which the member is eligible.

3.2.4.2.2 If the enrollment file has an MCO choice indicator, the Contractor must be able to automatically assign the eligible to the MCO selected by the enrollee, if appropriate, unless the MCO has been sanctioned by LDH.

3.2.4.2.3 If the eligible is unable to be assigned to the MCO of their preference, the eligible will be auto-assigned to an MCO utilizing the auto-assignment algorithm approved by LDH.

3.2.4.3 *Automatic Assignment*

3.2.4.3.1 Eligibles who did not proactively select an MCO will be automatically assigned to a managed care system utilizing the automatic assignment algorithm specific to the system of care designed by LDH.

3.2.4.3.1.1 Members will then have ninety (90) days to contact the Contractor and transfer MCOs without cause.

3.2.4.3.2 The Contractor shall identify eligibles who did not proactively identify their managed care choice.

3.2.4.3.3 The automatic assignment algorithms may differ across systems of care and may include but not be limited to:

3.2.4.3.3.1 Existing family member enrollment;

3.2.4.3.3.2 Eligible's provider history and/or prior claims history; and

3.2.4.3.3.3 The MCO's quality measures.

3.2.4.4 *Effective Date Of Enrollment*

3.2.4.4.1 A member's effective date of enrollment in an MCO shall be the date provided on the outbound ANSI ASC X12 834 Benefit Enrollment & Maintenance electronic transaction file initiated by the Contractor.

3.2.4.4.2 The effective date of enrollment may occur prior to the MCO being notified of the person's enrollment, since individuals can be retroactively eligible for Medicaid and/or have changes made to their eligibility retroactively. Therefore, enrollment of individuals into the MCO may occur without prior notice to the MCO or enrollee.

3.2.4.4.3 The Contractor must have the capability to retroactively link the member to an MCO within the Medicaid managed care system for which the member is eligible.

3.2.4.4.4 The Contractor shall perform, at a minimum, the following enrollment activities:

3.2.4.4.4.1 Accept and assimilate eligibility files from LDH and/or its designee from which they will identify managed care eligibles, in addition to performing the following tasks:

3.2.4.4.4.1.1 Identify the managed care system in which the eligible meets criteria for enrollment;

3.2.4.4.4.1.2 Process all MCO enrollments within two (2) days of receipt of eligibility files from LDH or its designee; and

3.2.4.4.4.1.3 Accept all MCO choices as appropriate for Medicaid potential eligibles and eligibles. Whenever possible, the Medicaid/CHIP eligible will be given the opportunity to select an MCO choice prior to the eligibility determination. The MCO choice will be included in the eligibility file received from LDH or its designee.

3.2.4.4.5 Review, identify and request corrective action on any incomplete data fields received from LDH or its designee within two (2) calendar days upon receipt of daily electronic eligibility files.

3.2.4.4.6 Apply eligible's MCO choice.

3.2.4.4.7 If choice of MCO is not indicated in the new eligible file transmitted by LDH or its designee to the Contractor, the Contractor shall auto-assign the new eligible utilizing the LDH approved auto-assignment algorithm specific to the system of care. The Contractor shall also mail a notification indicating the automatic assignment. This notification must detail the managed care plan assignment, the ninety (90) day grace period prior to lock in and instructions on how to change managed care plans.

3.2.4.4.8 Encourage the continuation of existing, satisfactory relationship between eligible and provider.

3.2.4.4.9 Establish a process that automatically enrolls newborns into the mother's MCO when applicable.

3.2.4.4.10 Identify changes in a member's eligibility and transfer individuals from one MCO to another MCO within the same system of care and across different systems of care, both retroactively and prospectively.

3.2.4.4.11 Securely transfer member eligibility information to all appropriate MCO programs.

3.2.4.4.12 Have a mechanism in place that allows transmittal of demographic updates to all members' current and historical MCOs.

3.2.4.4.13 Ensure the ongoing enrollment process for enrollees is consistent, effective, service-oriented and continually pursuing opportunities for improvement.

3.2.4.4.14 Work collaboratively with LDH to monitor enrollment objectivity by auditing telephone calls and reviewing monthly plan change reports.

3.2.4.5 *Disenrollment*

3.2.4.5.1 Disenrollment is any action taken by LDH or its designee to terminate a member's participation in an MCO. Disenrollment may occur voluntarily, per the member's request or involuntarily as a result of a determination made by LDH or its designee.

3.2.4.5.2 At a minimum, the Contractor shall:

3.2.4.5.2.1 Develop and implement processes to accept written requests for involuntary disenrollment. The request must be submitted utilizing the appropriate Request for Member Disenrollment form (See Procurement Library) which must include, at a minimum:

3.2.4.5.2.1.1 The member's name;

3.2.4.5.2.1.2 The member's Medicaid ID number; and

3.2.4.5.2.1.3 Detailed reasons for requesting the disenrollment

3.2.4.5.2.2 Develop a web-based system for use by the MCOs for submitting requests for involuntary disenrollment.

3.2.4.5.2.3 Implement a procedure for gathering data needed to render a decision about the appropriateness of the request for disenrollment and transmitting that data to LDH or its designee for decision within established timeframes.

3.2.4.5.2.4 If the disenrollment request is approved, notify the member in writing of the action taken and give the member the opportunity to select another MCO with which they are eligible to participate or file a request for a State Fair Hearing. In all cases, the MCO shall continue to coordinate and provide care until the member has been disenrolled.

3.2.4.5.2.5 If the disenrollment request is member initiated and denied by LDH, notify the member in writing of the action and advise of their right to file a request for a State Fair Hearing.

3.2.4.5.3 The effective date of disenrollment shall be no later than the first day of the second month following the calendar month the request for disenrollment is filed.

3.2.4.5.4 If LDH or its designee fails to make a disenrollment determination by the first day of the second month following the month in which the request for disenrollment is filed, the disenrollment is considered approved.

3.2.4.5.5 LDH, the MCO and the Contractor shall reconcile enrollment/disenrollment issues at the end of each month utilizing an agreed upon procedure.

3.2.4.5.6 *Voluntary Disenrollment*

3.2.4.5.6.1 *Member Disenrollment Request With Cause*

3.2.4.5.6.2 A member may request disenrollment from an MCO, with cause, at any time. The following circumstances are cause for disenrollment by member request:

3.2.4.5.6.2.1 The entity does not, because of moral or religious objections, cover the service the member seeks;

3.2.4.5.6.2.2 The member requests to be assigned to the same entity as family members; or

3.2.4.5.6.2.3 The member needs related services to be performed at the same time, not all related services are available within the managed care system and the member's provider or another provider determines that receiving the services separately would subject the member to unnecessary risk.

3.2.4.5.6.3 Other reasons include, but are not limited to:

3.2.4.5.6.3.1 Poor quality of care;

3.2.4.5.6.3.2 Lack of access to services covered under the contract; or

3.2.4.5.6.3.3 Documented lack of access to providers experienced in dealing with the member's healthcare needs.

3.2.4.5.6.4 *Member Disenrollment Request Without Cause*

3.2.4.5.6.5 A member may request disenrollment from an MCO, without cause, under the following circumstances:

3.2.4.5.6.5.1 During the ninety (90) days following the postmark date of the member's notification of enrollment with the MCO;

3.2.4.5.6.5.2 Once a year thereafter during the member's annual open enrollment period;

3.2.4.5.6.5.3 Upon automatic re-enrollment under 42 CFR §438.56(g), if a temporary loss of Medicaid has caused the member to miss the annual disenrollment opportunity; or

3.2.4.5.6.5.4 If LDH imposes the intermediate sanction provisions specified in 42 CFR §438.702(a)(3).

3.2.4.5.7 *Involuntary Disenrollment*

3.2.4.5.7.1 MCO Requests for Member Disenrollment

3.2.4.5.7.1.1 Cause for member disenrollment request by a MCO may include:

3.2.4.5.7.1.1.1 The member's fraudulent use of ID card(s);

3.2.4.5.7.1.1.2 The member has expired;

3.2.4.5.7.1.1.3 The member is incarcerated; or

3.2.4.5.7.1.1.4 The member has established residency in another state.

3.2.4.5.7.2 LDH Initiated Request For Disenrollment

3.2.4.5.7.2.1 LDH or its designee will submit to the Contractor, through daily transmissions, information that may render the member ineligible for coverage through the MCO. The Contractor will notify the MCO of the member's loss of eligibility via daily file transfer.

3.2.4.5.7.2.2 A request for disenrollment by LDH or its designee will ensue for, but not be limited to, the following causes:

3.2.4.5.7.2.2.1 Termination of contract between the MCO and LDH;

3.2.4.5.7.2.2.2 The member's eligibility changes;

3.2.4.5.7.2.2.3 Loss of Medicaid functional and/or financial eligibility or loss of MCO enrollment eligibility;

3.2.4.5.7.2.2.4 Death of a member;

3.2.4.5.7.2.2.5 Member's intentional submission of fraudulent information;

3.2.4.5.7.2.2.6 Member becomes an inmate in a public institution;

3.2.4.5.7.2.2.7 Member establishes residency in another state;

3.2.4.5.7.2.2.8 Implementation of a decision by a hearing officer in an appeal proceeding by the member against the MCO or as ordered by a court of law; or

3.2.4.5.7.2.2.9 Other reasons as specified by LDH.

3.2.4.6 *Member Related Material*

3.2.4.6.1 Contractor is responsible for producing materials outlined below, and at a schedule as approved by the Department.

3.2.4.6.2 Contractor will be reimbursed only actual postage for mailings approved by the Deparmtment.

3.2.4.6.3 LDH will approve standard communications to enrollees and potential enrollees, including but not limited to standard forms, letter templates, and general notices or bulletins.

3.2.4.6.4 Contractor designed material shall incorporate the LDH Brand. This shall be achieved by using templates and designs provided by LDH.

3.2.4.6.5 The Contractor will utilize materials approved by LDH for outreach efforts, mailing or distribution to enrollees, in conjunction with materials produced by the Contractor.

3.2.4.6.6 All member-related materials must be at or below a 6.9 grade level, as determined by any one of the indices below, taking into consideration the need to incorporate and explain certain technical or unfamiliar terms to assure accuracy:

3.2.4.6.6.1 Flesch – Kincaid;

3.2.4.6.6.2 Fry Readability Index;

3.2.4.6.6.3 PROSE The Readability Analyst (software developed by Educational Activities, Inc.);

3.2.4.6.6.4 Gunning FOG Index;

3.2.4.6.6.5 McLaughlin SMOG Index; or

3.2.4.6.6.6 Other computer generated readability indices accepted by LDH.

3.2.4.6.7 Member related material must be printed in at least ten-point font, preferably twelve-point font.

3.2.4.6.8 The Contractor shall make all enrollment and annual open enrollment notices, and informational and instructional materials available upon request and prepared in a way that is easily understood by enrollees and potential enrollees, including Individuals with intellectual and developmental disabilities.

3.2.4.6.9 The Contractor shall make written information available in prevalent non-English languages as determined by LDH. The Contractor must provide adequate assurances to LDH regarding the accuracy of the translated materials.

3.2.4.6.10 The Contractor shall ensure that translation services are provided for written material developed by the Contractor for any language that is spoken as a primary language for four percent (4%) or more enrollees or potential enrollees.

3.2.4.6.11 Within ninety (90) calendar days of notice from LDH, materials must be translated and made available.

3.2.4.6.12 Materials must be made available at no charge in prevalent non-English languages upon LDH request to assure a reasonable chance for all members to understand how to select the MCO as specified in 42 CFR §438.10(c)(4) and (5).

3.2.4.6.13 A list of preferred language by parish can be found in the Procurement Library.

3.2.4.6.14 The Contractor shall make oral interpretation services available free of charge to each potential enrollee and inform the enrollees:

3.2.4.6.14.1 Oral interpretations are available in any language;

3.2.4.6.14.2 Written information is available in prevalent languages; and

3.2.4.6.14.3 How to access the interpretation services and written information.

3.2.4.6.15 Written material must be available in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency. All enrollees and potential enrollees must be informed that information is available in alternative formats and how to access those formats.

3.2.4.6.16 The Contractor shall take into consideration cost-effective methods for controlling postage costs when producing member materials that will be mailed.

3.2.4.6.17 The Contractor shall have in place a mechanism to capture requests for MCO Provider Directories and electronically forward the requests to the MCO within twenty-four (24) hours.

3.2.4.7 *Alternative Managed Care Program*

The Contractor shall process enrollments for any alternative managed care programs developed by LDH which may include programs for populations under the Office of Citizens with Developmental Disabilities or the Office of Aging Adult Services.

3.2.4.8 *Telephonic Information Hotline/Call Center*

3.2.4.8.1 The monthly call activity is expected to average a minimum of 25,000 incoming and outgoing calls.

3.2.4.8.2 It will be incumbent upon the Contractor to adjust staffing levels during the contract period based upon the anticipated volume of calls on a monthly basis, without additional negotiations or payment from LDH.

3.2.4.8.2.1 The Contractor shall establish a "user friendly" toll-free telephone line for all Medicaid managed care systems, potential members, members and their representatives.

3.2.4.8.2.2 The call center must be physically located in the United States, and all services to be provided under this Contract must be done so entirely within the United States. In addition, the Contractor will not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met his requirement.

3.2.4.8.2.3 The toll-free line shall have an automated system, available twenty-four (24) hours a day, and seven (7) days a week. Calls received after hours must be responded to the next business day.

3.2.4.8.2.4 The Contractor must have sufficient telephone lines to answer incoming calls.

3.2.4.8.2.5 The toll-free telephone number shall be staffed 8:00 a.m. - 5:00 p.m. Central Time, Monday through Friday, excluding state holidays, at levels sufficient to ensure that ninety-five percent (95%) of calls do not exceed the following wait times, computed on a daily basis:

3.2.4.8.2.5.1 Five (5) minutes for the first three (3) months of operation; and

3.2.4.8.2.5.2 two (2) minutes after the first three (3) months of operation.

3.2.4.8.2.5.3 After the allotted wait time, calls must be rolled over to an automatic attendant for messaging.

3.2.4.8.2.6 The toll-free number shall be staffed at levels sufficient to ensure that abandonment rates do not exceed five (5) percent, to be computed on a daily basis.

3.2.4.8.2.7 The toll-free number shall be staffed at levels sufficient to ensure that incoming calls receiving a busy signal does not exceed one (1) percent, to be computed on a daily basis.

3.2.4.8.3 Call center agents will provide assistance to callers with questions related to enrollment procedures.

3.2.4.8.4 The Contractor must develop and implement a plan to sustain call center performance levels in situations where there is high call volume or low staff availability. Such situations may include, but are not limited to, increases in call volume, emergency situations (including natural disasters such as hurricanes), and staff in training, staff illnesses and vacations.

3.2.4.8.5 Within thirty (30) days prior to implementation, the Contractor shall submit a training and evaluation module for call center staff to ensure adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered program. The training module must be approved by LDH before implementation.

3.2.4.8.6 The Contractor shall alert the Department within thirty (30) minutes of awareness, preferably in writing via email or fax, when there is difficulty with the phone line. The Contractor shall have the capability to monitor the telephone lines on-line for quality control.

3.2.4.8.7 The Contractor must have the capability to record all telephone activity for accuracy monitoring and be able to provide recordings to LDH upon request within twenty-four (24) hours. All recordings must be maintained for a period of five (5) years.

3.2.4.8.8 Within thirty (30) days of implementation, the Contractor shall submit call center quality criteria and protocols to measure and monitor the accuracy of responses and phone etiquette as it relates to the toll-free telephone line.

3.2.4.8.9 LDH shall retain the right to approve changes to the operating hours.

3.2.4.9 *Automated Call Distribution (ACD) System*

3.2.4.9.1 The Contractor shall install, operate, and monitor an automated call distribution (ACD) system for the customer service telephone call center. Important features of the ACD system will include but not be limited to:

3.2.4.9.1.1 Effective management of all calls received and assignment of incoming calls to available staff in an efficient manner;

3.2.4.9.1.2 Monitoring capabilities that allow supervisors to audit the manner in which a call is processed as well as the efficiency of the operator;

3.2.4.9.1.3 A TTY toll-free number for the hearing impaired as well as language interpretation services;

3.2.4.9.1.4 Reporting capabilities that provide such information as:

3.2.4.9.1.4.1 Length of time per call;

3.2.4.9.1.4.2 Number of calls waiting (or in queue);

3.2.4.9.1.4.3 Number of calls abandoned;

3.2.4.9.1.4.4 Number of calls per hour;

3.2.4.9.1.4.5 Number of calls waiting more than two (2) minutes;

3.2.4.9.1.4.6 Individual operator workload;

3.2.4.9.1.4.7 Ability to transfer calls to other telephone lines;

3.2.4.9.1.4.8 Reason for the call;

3.2.4.9.1.4.9 Number of calls received after hours;

3.2.4.9.1.4.10 Interactive voice response (IVR) options that are user-friendly to members and include a decision tree illustrating IVR system;

3.2.4.9.1.4.11 Notification when a caller has been on hold for thirty (30) seconds to ensure wait time does not exceed two (2) minutes for assistance. During the hold period, the Contractor shall have health informational messages on the line;

3.2.4.9.1.4.12 Amount of call center downtime;

3.2.4.9.1.4.13 Automatic routing of call to the next available operator;

3.2.4.9.1.4.14 Capability of routing calls from specific sources (e.g., members, MCOs) to a designated group of operators;

3.2.4.9.1.4.15 Monitoring capability that allows instant determination of an operator's availability (i.e., available, on a call, completing after-work, etc.); and

3.2.4.9.1.4.16 Amount of call center downtime.

3.2.4.9.1.5 Providing a message that notifies callers that the call may be monitored for quality control purposes; and

3.2.4.9.1.6 The capability for all calls to be answered promptly (within three (3) rings coming out of hold message) during normal business hours. The toll-free number shall be staffed by trained personnel who have a working knowledge of Louisiana Medicaid and managed care services available.

3.2.4.9.1.7 The toll-free line shall, at a minimum, allow members to:

3.2.4.9.1.7.1 Select an MCO and specify their choice of provider (if available);

3.2.4.9.1.7.2 Request to change their MCO;

3.2.4.9.1.7.3 Check status of Medicaid or Medicaid renewal applications

3.2.4.9.1.7.4 Request information about accessing services;

3.2.4.9.1.7.5 Discuss problems with the program;

3.2.4.9.1.7.6 Register complaints;

3.2.4.9.1.7.7 Request other assistance in accessing services; and

3.2.4.9.1.7.8 Notify the Contractor of changes (i.e. new address, phone number, etc.).

3.2.4.10 *Complaints*

3.2.4.10.1 With regard to complaints, the Contractor must, at a minimum, perform the following tasks:

3.2.4.10.1.1 Record and track member complaints; and

3.2.4.10.1.2 Generate complaint and complaint resolution results.

3.2.4.10.2 Complaints received by the Contractor regarding any conflict of interest or inappropriate conduct by the Contractor's staff must be followed by a written report of the incident to the Department within forty-eight (48) hours of the reported complaint.

3.2.4.11 *Call Monitoring and Case Accuracy*

3.2.4.11.1 To ensure excellent customer service, accuracy, consistency and timeliness of enrollment, the Contractor must provide a call and case monitoring process.

3.2.4.11.1.1 The call and case monitoring process must include the approach, measurement objectives, monitoring frequency, sample size, result reporting, quality goals and planned courses of action to be taken if the quality goal is not met.

3.2.4.11.1.2 The call and case monitoring process must also include the ability to record, view and store the entire contact event including call transfers, screen shots, agent notations, etc. for both local and remote contact center positions.

3.2.4.11.1.3 The Contractor shall design and implement a comprehensive call and case monitoring process within thirty (30) days of contract award to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client.

3.2.4.11.1.4 The comprehensive call and case monitoring process shall be submitted to LDH for approval prior to implementation.

3.2.5 *Operational Requirements*

3.2.5.1 The Contractor shall procure, equip, furnish, operate and maintain facilities appropriate to support the requirements of this RFP.

3.2.5.2 The Contractor shall include key staff, who must be present for onsite meetings at LDH in Baton Rouge within twenty-four (24) hours notice, as described in section 3.6.11. LDH

reserves the right to perform physical security checks of the Contractor's facilities at its discretion.

3.2.6 *Record Keeping Requirements*

3.2.6.1 The Contractor shall retain all books, recordings, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment or as prescribed in 45 CFR §74.53(b), whichever is longer. The Contractor shall make available to LDH such records within thirty (30) days of LDH's written request and shall deliver such records to LDH's central office in Baton Rouge, Louisiana, all at no cost to the Department. The Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, without cost to LDH.

3.2.7 *Reporting Requirements*

3.2.7.1 The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and LDH designees.

3.2.7.2 The Contractor shall comply with all the reporting requirements established by this Contract.

3.2.7.3 Reports to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of LDH and LDH designees shall be taken into account in developing all report formats and compiling data.

3.2.7.4 The Contractor shall create reports or files using the electronic formats, instructions and timeframes as specified by LDH and at no cost to LDH. Any changes to the formats must be approved by LDH prior to implementation.

3.2.7.5 The Contractor shall prepare and submit any other report as required and requested by LDH, any designee of LDH, and/or CMS that is related to the Contractor's duties and obligations under the Contract with LDH. LDH will make every effort to provide a sixty (60) day notice of the need for submission to give the Contractor adequate time to prepare the reports.

3.2.7.6 Information considered to be of a proprietary nature shall be clearly identified as such by the Contractor at the time of submission.

3.2.7.7 Reports may be modified to include additional targeted populations and criteria as indicated by the Department at no additional cost to the State.

3.2.8 *Errors*

3.2.8.1 The Contractor agrees to prepare complete and accurate reports for submission to LDH. If after preparation and submission, a Contractor error is discovered either by the Contractor or LDH, the Contractor shall correct the error(s) and submit accurate reports within fifteen (15) calendar days from the date of discovery by the Contractor or date of written notification by LDH (whichever is earlier). LDH may, at its discretion, extend the due date if an acceptable corrective action plan has been submitted and the Contractor can demonstrate to LDH's satisfaction that the problem cannot be corrected within fifteen (15) calendar days.

3.2.8.2 Failure of the Contractor to respond within the above specified timeframes may result in a loss of any money due to the Contractor and the assessment of liquidated damages as provided in Liquidated Damages.

3.2.9 *Report Submission Timeframes*

3.2.9.1 The Contractor shall ensure that all required reports or files, as specified by LDH, are submitted in a timely manner for review and approval by the Department. The Contractor's

failure to submit the reports or files as specified may result in the assessment of liquidated damages, as stated in Liquidated Damages.

3.2.9.2 Unless otherwise specified, deadlines for submitting files and reports are as follows:

3.2.9.2.1 Daily reports and files shall be submitted within one (1) business day of the due date;

3.2.9.2.2 Weekly reports and files shall be submitted on the Wednesday following the reporting week;

3.2.9.2.3 Monthly reports and files shall be submitted within fifteen (15) calendar days of the end of each month;

3.2.9.2.4 Quarterly reports and files shall be submitted by April 30, July 30, October 30, and January 30 for the quarter immediately preceding the due date;

3.2.9.2.5 Annual reports and files shall be submitted within thirty (30) calendar days following the twelfth (12th) month; and

3.2.9.2.6 Ad Hoc reports shall be submitted within three (3) business days from the due date.

3.2.10 *Report Submissions Chart*

The Contractor shall create reports or files using the electronic formats, instructions, and timeframes as specified by LDH and at no cost to LDH. Any changes to the formats must be approved by LDH prior to implementation. Sample reports are included in the Contractor Procurement Library.

3.3 Fraud and Abuse

3.3.1 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.

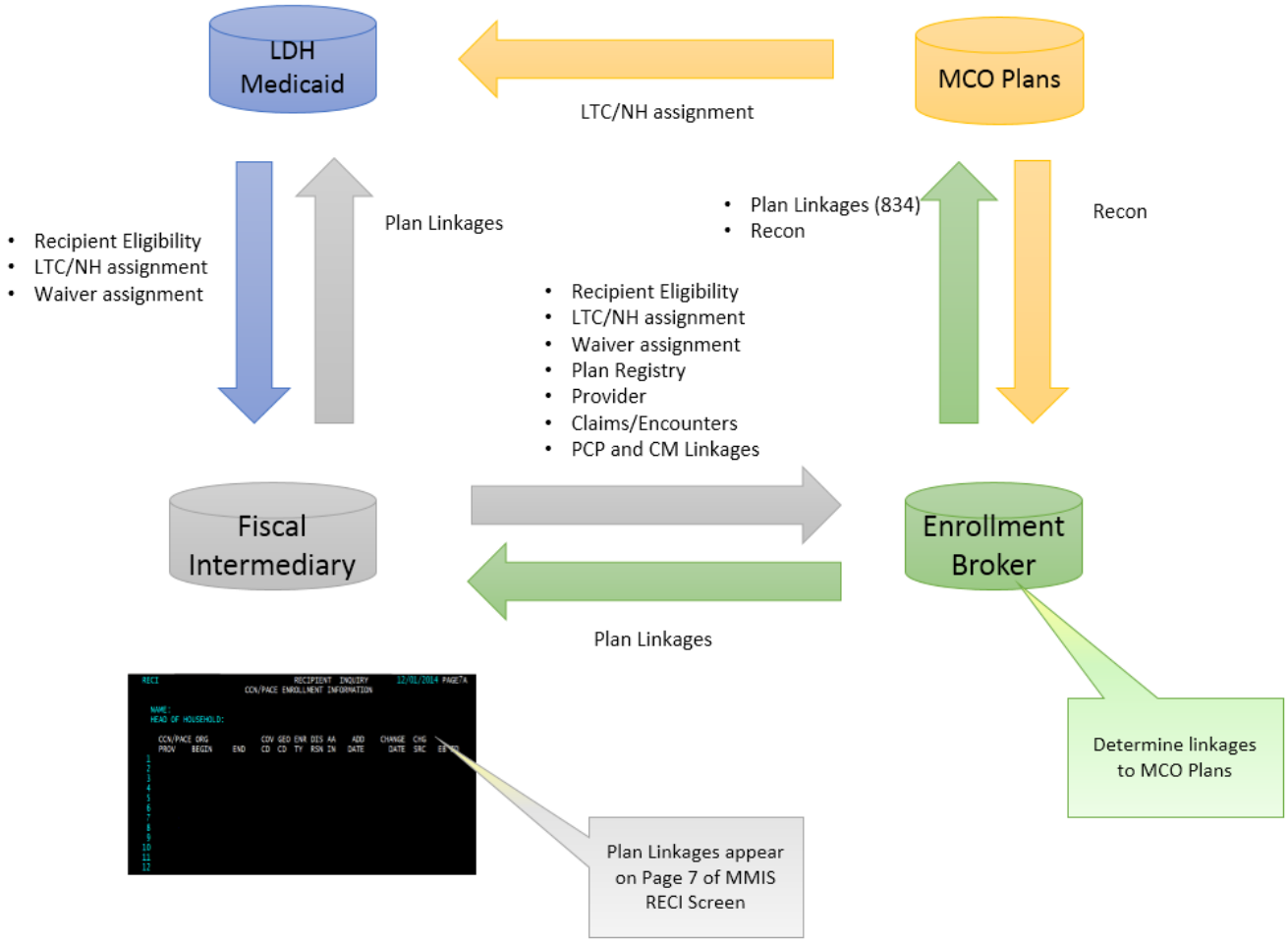
3.3.2 Such policies and procedures must be in accordance with State and Federal regulations. The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

3.4 Technical Requirements

3.4.1 The State requires that the proposed solution integrate with components of the State's Enterprise Architecture (EA). All solutions must integrate into the EA components using standard APIs, a complete listing of which can be found in Appendix F. The Contractor must integrate to the functional component(s) through the EA's Enterprise Service Bus and Identity Access Management components. The Contractor will be responsible for performing all work necessary to integrate its solution into the EA. Contractor must work directly with the State's EA Governance Team and the State's EA Contractor as necessary throughout the project to validate its integration methodology.

3.4.2 Below is the current view of the Enrollment Broker's role with other Medicaid partners which is subject to change:

LDH Medicaid to Fiscal Intermediary to Enrollment Broker



3.4.3 The Contractor must implement and maintain the secure systems necessary to carry out the enrollment and support services related functions detailed in this RFP.

3.4.4 When fully-implemented, the Contractor's system must provide, at a minimum, the following functionalities:

3.4.4.1 Interface and communicate with LDH and LDH designee systems via a secure protocol;

3.4.4.2 Process enrollments, disenrollments, transfers and change requests of the Department, enrollees and MCO entities according to department-defined business rules, including retroactive changes;

3.4.4.3 Perform auto assignment of enrollees, when applicable, using approved LDH algorithm(s);

3.4.4.4 Ability to successfully and securely interface, integrate and exchange files with LDH and all LDH designees with no more than a 0.01 % file or transmission failure rate;

3.4.4.5 Collect and maintain demographic data related to members and providers;

3.4.4.6 Maintain privacy of all enrollees and potential enrollees in a secure technical environment;

3.4.4.7 Conform and adhere to all applicable HIPAA requirements regarding participant privacy and data security;

3.4.4.8 Establish and maintain telecommunications with an uptime to meet or exceed 99.99%, exclusive of planned maintenance downtimes;

3.4.4.9 Maintain high quality data for reporting processes, perform data cleansing and validation such that the data error rate will not exceed 5% on random sampling;

3.4.4.10 Serve as a centralized repository for notes specifically relating to services received through programs;

3.4.4.11 Generate and track all appropriate physical and electronic communications with LDH, MCOs, stakeholders, members, and potential members;

3.4.4.12 Engage a network of local enrollment counselors to communicate with individuals with special needs requiring and/or requesting face-to-face assistance;

3.4.4.13 Provide for in-person choice counseling at a member or potential member's request within 24 hours of the request, at a location of the member / potential member's choosing within the 64 Louisiana parishes;

3.4.4.14 Provide extensive feedback call center/help desk operations with availability M-F, 7:00 a.m. – 6:00 p.m., excluding Louisiana state holidays, to LDH, MCOs and providers on enrollment, disenrollment, transfer and change requests;

3.4.4.15 Ensure that critical member and provider internet and/or telephone-based functions are available to applicable users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled system unavailability agreed upon by LDH and the Contractor;

3.4.4.16 Ensure that written systems process and procedure manuals document and describe all manual and automated system procedures for its information processes and information systems;

3.4.4.17 Conform the following HIPAA compliant standards for information exchange. Batch transaction types include, but are not limited to, the following:

3.4.4.17.1 ASC X12N 834 Benefit Enrollment and Maintenance;

3.4.4.17.2 ASC X12N 835 Claims Payment Remittance Advice Transaction;

3.4.4.17.3 ASC X12N 837I Institutional Claim/Encounter Transaction;

3.4.4.17.4 ASC X12N 837P Professional Claim/Encounter Transaction;

3.4.4.17.5 ASC X12N 270/271 Eligibility/Benefit Inquiry/Response;

3.4.4.17.6 ASC X12N 276 Claims Status Inquiry;

3.4.4.17.7 ASC X12N 277 Claims Status Response;

3.4.4.17.8 ASC X12N 278/279 Utilization Review Inquiry/Response; and

3.4.4.17.9 ASC X12N 820 Payroll Deducted and Other Group Premium Payment for Insurance Products.

3.4.5 Transaction types are subject to change and the Contractor shall comply with applicable HIPAA and other federal standards and regulations as they occur.

3.5 Contingency Plan

3.5.1 The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters

3.5.2 Contingency plans shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in

the emergency mode operation environment. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.

3.5.3 The Contractor shall have an LDH approved Contingency Plan no later than thirty (30) days from the date the Contract is signed.

3.5.4 At a minimum, the Contingency Plan shall address the following scenarios:

3.5.4.1 The central computer installation and resident software are destroyed or damaged;

3.5.4.2 The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transaction that are active in a live system at the time of the outage;

3.5.4.3 System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system;

3.5.4.4 System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the System, such as it causes unscheduled System unavailability; and

3.5.4.5 The Contractor shall specify projected recovery times and data loss for mission-critical Systems in the event of a declared disaster.

3.5.5 The contingency plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.

3.5.6 The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions.

3.5.7 In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.

3.5.8 *Off Site Storage and Remote Back-up*

3.5.8.1 The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.

3.5.8.2 The data back-up policy and procedures shall include, but not be limited to:

3.5.8.2.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;

3.5.8.2.2 Documented back-up procedures;

3.5.8.2.3 The location of data that has been backed up (off-site and on-site, as applicable);

3.5.8.2.4 Identification and description of what is being backed up as part of the back-up plan; and

3.5.8.2.5 Any change in back-up procedures in relation to the Contractor's technology changes.

3.5.8.2.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.

3.5.9 The Contractor shall adhere to all applicable published state security policies, which may be located at http://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.0.pdf.

3.5.10 The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of

the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

3.5.11 The 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 LDH 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.

3.5.12 The Contractor is responsible for procuring and maintaining hardware and software resources that are sufficient to perform the services detailed in this RFP at the service-level specified.

3.5.13 The Contractor shall adhere to applicable state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.

3.5.14 The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature. This is proposal content, not technical requirement.

3.5.15 Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources that are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources that are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure, and any licensing costs.

3.5.16 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.

3.5.17 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). Covered in the security policy.

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

3.5.19 All Contractor utilized computers and devices must:

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

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

3.5.19.3 Have encryption protection enabled at the Operating System level.

3.6 Staffing Requirements

3.6.1 The Contractor shall have in place the organizational, operational, managerial and administrative capacity to be capable of fulfilling all contract requirements, outlined in this RFP. The Contractor shall be staffed by qualified individuals in numbers appropriate to fulfilling contract requirements. Annually and on a date determined by the Department, the Contractor shall submit an organizational chart.

3.6.2 For the purposes of this contract, the Contractor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any

public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 CFR §438.610(a) and (b), 42 CFR §1001.1901(b), and 42 CFR §1003.102(a)(2)]. The Contractor must screen all employees and subcontractors to determine whether any of them have been excluded from participation in federal health care programs. The HHS-OIG website, which can be searched by the names of any individual, can be accessed at the following URL: https://exclusions.oig.hhs.gov/.

3.6.3 The Contractor must employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. The Contractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and LDH policy requirements, including the requirement for providing culturally competent services. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by LDH, including but not limited to requiring the Contractor to hire additional staff and application of liquidated damages as specified in Liquidated Damages.

3.6.4 The Contractor shall remove or reassign, upon written request from LDH, any employee or subcontractor employee that LDH deems to be unacceptable.

3.6.5 LDH shall approve the hiring of all key staff.

3.6.6 Key staff may not be removed or reassigned without approval of LDH which will not be withheld if a suitable candidate is proposed.

3.6.7 An individual staff member may not occupy more than one (1) key staff position listed below unless prior approval is obtained by LDH.

3.6.8 The Contractor shall inform LDH in writing within seven (7) days, when an employee leaves one of the key staff positions listed below. The vacancy shall be filled within thirty (30) days. Staff assignments shall be fully covered at all times. The name of the interim contact person should be included with the notification. The name and resume of the permanent employee should be submitted as soon as the new hire has taken place along with a revised organization chart complete with key staff time allocation.

3.6.9 The Contractor shall replace any of the key staff with a person of equivalent experience, knowledge and talent. This notification shall take place within five (5) business days of the resignation/termination.

3.6.10 Annually, the Contractor must provide the name, Social Security number and date of birth of the staff members performing the duties of the key staff. LDH will compare this information against federal databases to confirm that those individuals have not been banned or debarred from participating in federal programs per 42 CFR §455.104.

3.6.11 For the duration of the contract, the Contractor shall include at a minimum the following key staff, who must be present for onsite meetings at LDH in Baton Rouge within twenty-four (24) hours notice:

3.6.11.1 Project Director should have at least six (6) years of experience in managing a similar project of equal or greater scope;

3.6.11.2 Deputy Project Director should have at least five (5) years of experience in managing a similar project of equal or greater scope;

3.6.11.3 Call Center Manager should have at least three (3) years of experience in member relations to supervise the toll-free telephone line operators. Sufficient qualified staff shall be hired and trained by the Contractor to meet the objectives and to carry out the scope of work delineated in this proposal. In addition, sufficient telephone operators and staff must

be provided to support the level of effort required to comply with this RFP. Field and central office staff must be able to deal effectively with enrollees and potential enrollees.

3.6.12 All key staff must have a working knowledge of the Department, Louisiana Medicaid, LaCHIP and the individual managed care Medicaid programs. The Contractor shall provide a detailed outline of the training plan and orientation package for staff.

3.6.13 The Contractor staff must possess sufficient expertise to provide for the reports and automation necessary to support the contract.

3.6.14 *Ineligible Individuals for Employment*

3.6.14.1 The Contractor must ensure that all entities or individuals, whether defined as "key staff" or not, performing services under contract with Louisiana Medicaid are not "ineligible individuals" to participate in the Federal health care programs, in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 §U.S.C 1320a-7(a), 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 https://exclusions.oig.hhs.gov/) and the General Services Administration's List of Parties Excluded from Federal Programs (available via the internet at https://www.sam.gov).

3.6.14.2 All temporary, permanent, subcontract, part-time and fulltime Contractor staff working on Louisiana Medicaid contracts 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 individual" to participate in Federal Health care programs or in Federal procurement or non-procurement programs. If the individual has been convicted of a felony crime or identified as an "ineligible individual", the Contractor must notify LDH in writing on the same date the notice of a conviction or ineligibility is received.

3.6.14.3 The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to LDH, indicating if the staff stated they were free of convictions or ineligibility referenced above.

3.6.15 If the Contractor has actual notice that any temporary, permanent, subcontract, part-time or full-time Contractor staff has become an "ineligible individual" or is proposed to become ineligible based on pending charges, the Contractor shall remove said personnel immediately from any work related to this contract and notify LDH within five (5) business days. For felony convictions, the Department will determine if the individual should be removed from the contract project.

3.6.16 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 LDH no later than the contract execution date. The same is applicable to any subcontractor information.

3.6.17 The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings shall be considered mandatory unless otherwise indicated.

3.7 Transition Plan

3.7.1 This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination. The Contractor shall provide full support and assistance in the transition of operations to LDH or to a successor Contractor in order to minimize any disruption of services covered under the resulting contract of this RFP. The Contractor must:

3.7.2 Within thirty (30) days of the contract start date, deliver a transition/takeover plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that LDH, at its sole discretion feels is necessary to effect a smooth transition to the successor Contractor.

3.7.3 Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, policies and procedures. The training will utilize current and complete documentation, instruction materials and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for key successor Contractor personnel as deemed necessary by LDH.

3.7.4 Perform a comprehensive assessment of all documentation. This documentation assessment will be completed and delivered to LDH annually with a final comprehensive assessment completed no later than six (6) months before the end of the contract term. The purpose of the review will be to assess whether the documentation accurately and completely reflects existing LDH procedures, and meets all documentation requirements. The Contractor will update any documentation which is not accurate, complete and in accordance with these requirements annually with a final comprehensive assessment completed no later than six (6) months prior to the end of the contract term.

3.7.5 Transfer the Contractor's records and associated records to the successor Contractor or to LDH. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The transfer will be completed within ten (10) calendar days after receiving a request from LDH.

3.7.6 Transfer all software, files, programs, source code and documentation in an electronic format to the successor within ten (10) calendar days of receiving a request from LDH.

3.7.7 The transition/takeover plan must be adhered to within thirty (30) days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

3.8 Administrative Actions, Liquidated Damages and Intermediate Sanctions

3.8.1 *LDH Administrative Actions*

3.8.1.1 LDH shall notify the Contractor through a written Notice of Concern when it is determined the Contractor is deficient or non-compliant with requirements of the contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:

3.8.1.1.1 A warning through written notice or consultation;

3.8.1.1.2 Education requirement regarding program policies and procedures;

3.8.1.1.3 Referral to the appropriate authority for fraud investigation; and/or

3.8.1.1.4 Submission of a corrective action plan.

3.8.1.2 *Penalties for Failure to Comply with Member Education Requirements*

3.8.1.2.1 Whenever LDH determines the Contractor, its agents, subcontractors, volunteers or providers have engaged in any unfair, deceptive, or prohibited member education practices in connection with enrolling members in an MCO, one or more of the remedial actions listed below shall apply.

3.8.1.2.1.1 LDH shall notify the Contractor in writing of the determination of the noncompliance, of the remedial action(s) that must be taken, and of any

other conditions related such as the length of time the remedial actions shall continue and of the corrective actions that the Contractor must perform;

3.8.1.2.1.2 LDH may require the Contractor to recall the previously authorized member education material(s);

3.8.1.2.1.3 LDH may deduct the amount of enrollment fee for members enrolled as a result of non-compliant education practices from the next monthly payment made to the Contractor and shall continue to deduct such payment until correction of the failure; and/or

3.8.1.2.1.4 LDH may require the Contractor to contact each member who enrolled during the period while the Contractor was out of compliance, in order to explain the nature of the non-compliance and inform the member of his or her right to transfer to another MCO.

3.8.2 *Liquidated Damages*

3.8.2.1 In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the State's payments to the Contractor or if the liquidated damages exceed amounts due from the State, the Contractor will be required to make cash payments for the amount in excess. The State may also delay the assessment of liquidated damages if it is in the best interest of the State to do so. The State may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the State, the State may reassert the assessment of liquidated damages, even following contract termination.

3.8.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:

3.8.2.2.1 The duration of the violation;

3.8.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;

3.8.2.2.3 The Contractor's history of compliance;

3.8.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid recipient(s); and

3.8.2.2.5 The "good faith" exercised by the Contractor in attempting to stay in compliance.

3.8.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay the Department the specified amounts listed below as agreed liquidated damages.

Requirement	Liquidated Damages
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this RFP, the contract, or upon direction of the Department.	A one thousand dollar ($1,000) per business day charge to the Contractor may be imposed per report for each day after the report due date until the report is received.
Contractor shall request approval to make changes from the Department of key personnel and must fill vacant contractually required positions within 30 calendar days.	A five hundred dollar ($500) per business day charge to the Contractor may be imposed for each day that a change in key personnel is made but not approved by the Department, or failure to fill key personnel positions.
Contractor shall maintain all files and perform all file updates according to the requirements in this RFP or the contract.	A one thousand five hundred dollar ($1500) per business day charge to the Contractor for each day after the due date until the files are maintained and/or updated.
Contractor shall ensure that ninety-five (95) percent of calls do not exceed the allotted wait time, to be computed on a daily basis.	A charge to the Contractor per day of noncompliance according to the following: 0-5 days: five hundred ($500) per day 6-10 days: seven hundred fifty ($750) per day >11 days: one thousand ($1000) per day
Contractor shall ensure that abandonment rates do not exceed five (5) percent, to be computed on a daily basis.	A charge to the Contractor per day of noncompliance according to the following: 0-5 days: one hundred ($100) per day 6-10 days: two hundred fifty ($250) per day >11 days: five hundred ($500) per day
Contractor shall ensure that incoming calls receiving a busy signal does not exceed one (1) percent, to be computed on a daily basis.	A charge to the Contractor per day of noncompliance according to the following: 0-5 days: one hundred ($100) per day 6-10 days: two hundred fifty ($250) per day >11 days: five hundred ($500) per day
In the event of an emergency or disaster, the Contractor shall resume operations within 72 hours post event.	A one hundred dollar ($100) charge to the Contractor per hour for every whole or partial hour.
Contractor shall submit a Transition plan within thirty (30) days of notification.	A one thousand dollar ($1,000) charge to the Contractor per calendar day after the plan due date.

3.8.3 *LDH Liquidated Damages for Noncompliance with Other Deliverables or Requirements*

3.8.3.1 For each day that a deliverable is late, incorrect or deficient, the Contractor may be liable to LDH for liquidated damages in an amount per calendar day per deliverable as specified in the table below for deliverables and requirements not otherwise specified in the above Table of Liquidated Damages.

3.8.3.2 Liquidated damages have been designed to escalate by duration and by occurrence over the term of this contract.

Occurrence	Daily Amount for Days 1-14	Daily Amount for Days 15-30	Daily Amount for Days 31-60	Daily Amount for Days 61 and Beyond
1-6	$750.00	$1,200.00	$2,000.00	$3,000.00
7-11	$1,000.00	$1,500.00	$3,000.00	$5,000.00
12 and beyond	$1,500.00	$2,000.00	$4,000.00	$6,000.00

3.8.4 *Payment of Liquidated Damages*

3.8.4.1 Any liquidated damages assessed by LDH that cannot be collected through withholding from future enrollment broker payments shall be due and payable to LDH within thirty (30) calendar days after the Contractor's receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by LDH will be returned to the Contractor.

3.8.4.2 If liquidated damages are insufficient, LDH has the right to pursue actual damages. If the Contractor's failure to perform satisfactorily exposes LDH to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services and retainage, LDH may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. LDH shall account to the Contractor and return any excess to the Contractor. If retainage is not sufficient, the Contractor shall immediately reimburse Contractor the difference or LDH may offset from any payments due the Contractor. The Contractor will cooperate fully with LDH and provide any assistance it needs to implement the terms of its agreement for services for retainage.

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

3.8.4.4 A monetary sanction may be applied to all known affiliates, subsidiaries and parents of the Contractor, provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and circumstances. The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

3.8.5 *Corrective Action*

3.8.5.1 Whenever liquidated damages for a single occurrence exceed $2,000.00, LDH staff will meet with Contractor staff to discuss the causes for the occurrence and to negotiate a reasonable plan for corrective action of the occurrence. Once a corrective action plan has been approved by LDH, collection of liquidated damages during the corrective action period will be suspended. The corrective action plan must include a date certain for the correction of the occurrence. Should that date for correction be missed by the Contractor, the original schedule of liquidated damages will be reinstated, including collection of liquidated damages for the corrective action period, and monetary penalties will continue until satisfactory correction as determined by LDH of the occurrence has been made.

3.8.6 *Intermediate Sanctions*

3.8.6.1 LDH reserves the right to impose intermediate sanctions in accordance with 42 CFR §483.700, *et seq.,* when warranted.

3.9 <u>Subcontracting</u>

3.9.1 The State shall have a single prime Contractor as the result of any contract negotiation, and that Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into Subcontractor arrangements; however, Proposers shall acknowledge in their proposals total responsibility for the entire contract.

3.9.2 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.

3.9.3 Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.

3.9.4 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:

3.9.4.1 The Subcontractor(s) will provide a written commitment to accept all contract provisions.

3.9.4.2 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.

3.9.5 The Contractor shall not contract with any other vendor under a business agreement for the furnishing of any good, product, or merchandise, or the supplying of any good or services required by the contract without the express written approval of the State. The Contractor shall not substitute any vendor under a business agreement without the prior written approval of the State. For vendor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all vendors through the following:

3.9.5.1 The vendor(s) will provide a written commitment to accept all contract provisions; and

3.9.5.2 The vendor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

3.9.6 Any work or service by a subcontractor, or the selling, offering to sell, or the furnishing of a specific good, product or merchandise of a part of the principal contract by a vendor, must be performed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico, Guam, Virgin Islands of the United States, the Northern Marianas and American Samoa.

3.10 <u>Compliance With Civil Rights Laws</u>

3.10.1 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.

3.10.2 The Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, 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.

3.11 <u>Insurance Requirements</u>

3.11.1 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.

3.11.2 *Minimum Scope and Limits of Insurance*

3.11.2.1 *Contractor's Insurance*

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

3.11.2.2 *Workers' Compensation Insurance*

3.11.2.2.1 Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance in compliance with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of $500,000 per accident/per disease/per employee.

3.11.2.3 *Commercial General Liability Insurance*

3.11.2.3.1 The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall have a minimum limit per occurrence of $1,000,000.00 and a minimum general aggregate of $2,000,000.00. 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.

3.11.2.4 *Insurance Covering Special Hazards*

3.11.2.4.1 Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of

insurance in the amounts as defined in any Special Conditions of the contract included therewith.

3.11.2.5 *Automobile Liability*

3.11.2.5.1 The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence. 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.

3.11.2.6 *Professional Liability (Errors and Omissions)*

3.11.2.6.1 The Contractor shall maintain during the life of the contract such Professional Liability (Error & Omissions) insurance which covers the professional errors, acts, or omissions of the Contractor, and shall have a minimum limit of $1,000,000.00. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the contract. The policy shall provide for an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

3.11.2.7 *Subcontractor's Insurance*

3.11.2.7.1 The Contractor shall require that any and all Subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

3.11.3 *Deductibles and Self-Insured Retentions*

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

3.11.4 *Other Insurance Provisions*

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

3.11.4.1.1 *General Liability and Automobile Liability Coverage*

3.11.4.1.1.1 The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

3.11.4.1.1.2 The Contractor’s insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor’s insurance.

3.11.4.1.1.3 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.

3.11.4.1.2 *Workers' Compensation and Employers' Liability Coverage*

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

3.11.4.1.3 *All Coverage*

3.11.4.1.3.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 calendar days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

3.11.4.1.3.2 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.

3.11.4.1.3.3 The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

3.11.4.1.3.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

3.11.5 *Acceptability of Insurers*

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

3.11.5.2 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.

3.11.6 *Verification of Coverage*

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

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

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

3.11.7 *Subcontractors*

3.11.7.1 Contractor shall include all subcontractors as insured's under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor.

Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

3.11.8 *Workers' Compensation Indemnity*

3.11.8.1 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.

3.12 Resources Available to Contractor

3.12.1 The LDH Health Plan Relations Section 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.

3.13 Contract Monitor

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

Enrollment Broker Program Manager (TBD)
Louisiana Department of Health
Bureau of Health Services Financing
Health Plan Relations
628 North 4th Street, 6th floor
Baton Rouge, LA 70802

3.14 Term of Contract

3.14.1 The contract effective date for the Contractor shall be on or about November 1, 2016 through October 31, 2019 unless terminated prior to that date in accordance with state or federal law or terms of the contract.

3.14.2 The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful Contractor, 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 thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3 year term. The 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.

3.14.3 No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the Department and the Contractor, and has been approved in writing by the director of the Office of State Procurement.

3.15 Payment Terms

3.15.1 Payment of invoices is subject to State approval. Continuation of payment is dependent upon available funding. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices as defined in the contract terms.

3.15.2 The State will make every reasonable effort to make payments within thirty (30) business days of the approval of invoices and under a valid contract. Contractor will not be paid more than the maximum amount of the contract. Contractor shall submit a final invoice to the Department within fifteen (15) business days after termination of the contract.

3.15.3 The Contractor shall submit invoices for deliverables in accordance with established timelines and shall submit itemized invoices monthly no later than fifteen (15) days following the month of services, or as defined in the contract terms. The Contractor will be reimbursed a per member per month (PMPM) rate as specified in the contract with LDH for each recipient linked to an MCO. In addition, the Contractor will be reimbursed the actual cost of postage incurred on a monthly basis for members.

3.15.4 Payments will be made to the Contractor after written acceptance by the LDH of the payment task and approval of an invoice. 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.

3.15.5 All amounts owed by the Contractor to LDH as identified through routine or investigative reviews of records or audits conducted by LDH or other state or federal agency, are due no later than thirty (30) calendar days following notification to the MCO by LDH unless otherwise authorized in writing by LDH. LDH, at its discretion, reserves the right to collect amounts due by withholding and applying all balances due to LDH to future payments. LDH reserves the right to collect interest on unpaid balances beginning thirty (30) calendar days from the date of initial notification. Any unpaid balances after the refund is due shall be subject to interest at the current Federal Reserve Board lending rate or ten percent (10%) annually, whichever is higher.

4 PROPOSALS

4.1 General Information

4.1.1 It is highly advisable that proposers register as a vendor with the Louisiana Procurement and Contract Network (LaPAC) prior to submitting their proposal, and must include their vendor number on the Certification Statement. Information on registration may be found at https://wwwprd1.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

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

4.1.3 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.

4.2 Contact After Solicitation Deadline

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

4.3 Code of Ethics

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

4.3.2 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 the Department by Proposer.

4.4 Rejection and Cancellation

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

4.4.1.1 Reject all proposals received in response to this solicitation;

4.4.1.2 Cancel this RFP; or

4.4.1.3 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 State Procurement.

4.4.2 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).

4.5 Contract Award and Execution

4.5.1 The State reserves the right to:

4.5.1.1 Make an award without presentations by Proposers or further discussion of proposals received;

4.5.1.2 Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or

4.5.1.3 Contract for all or a partial list of services offered in the proposal.

4.5.2 The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

4.5.3 The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Appendix C. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

4.5.4 If the contract negotiation period exceeds thirty (30) calendar days or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

4.6 Assignments

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

4.7 Determination of Responsibility

4.7.1 Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:

4.7.1.1 Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

4.7.1.2 Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

4.7.1.3 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

4.7.1.4 Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7.2 Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

4.8 Proposal and Contract Preparation Costs

4.8.1 The Proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The

Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

4.9 Best and Final Offers (BAFO)

4.9.1 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.

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

4.10 Errors and Omissions

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

4.11 Ownership of Proposal

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

4.12 Online Procurement Library/Resources Available to Proposer

4.12.1 Electronic copies of material relevant to this RFP will be posted at the following web addresses:

Louisiana Procurement and Contract network:
http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm
Louisiana Department of Health:
http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47

4.13 Proposal Submission

4.13.1 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.

4.13.2 Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink) and should submit two (2) electronic copies (CDs or flash drives) of the entire proposal and five (5) additional hard copies of the proposal. Proposer should also provide one electronic copy of the Redacted Proposal (CD or flash drive). No facsimile or emailed proposals will be accepted.

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

If courier mail or hand delivered:
Rebecca Harris
Louisiana Department of Health
Bureau of Health Services Financing

628 N. 4th Street, 7th Floor
Baton Rouge, LA 70802

If delivered via U.S. mail:
Rebecca Harris
Louisiana Department of Health
Bureau of Health Services Financing
P.O. Box 91030
Baton Rouge, LA 70821

4.14 Proprietary and/or Confidential Information

4.14.1 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 *et seq.,* and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

4.14.2 Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the Proposer at the time of submission of its technical proposal.

4.14.3 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.

4.14.4 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."

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

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.

4.14.5 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.

4.14.6 Additionally, any proposal that fails to comply with 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.

4.14.7 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, if will be assumed that any claim to keep information confidential is waived.

4.15 Proposal Format

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

4.15.2 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.

4.16 Requested Proposal Outline

1. Introduction/Administrative Data
2. Work Plan/Project Execution
3. Innovative Concepts
4. Relevant Corporate Experience
5. Personnel Qualifications
6. Cultural Competency
7. Additional Information
8. Corporate Financial Condition
9. Cost and Pricing Analysis

4.17 Proposal Content

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

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

4.17.3 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. The proposal must describe in detail all options the proposed solution will make available for the enrollment process, including but not limited to technology, staffing and any planned innovative processes. Details should include a description of capability and strategy to interface with current and future LDH system components. Additionally, the proposal must include a detailed implementation plan that demonstrates the Contractor’s proposed schedule to perform all requirements outlined in the RFP.

4.17.4 ***Introduction/Administrative Data***

4.17.4.1 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 the LDH BHSF Health Plan Relations Section as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.

4.17.4.2 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.

4.17.4.3 This section should also include the following information:

4.17.4.3.1 Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel;

4.17.4.3.2 Name and address of principal officer;

4.17.4.3.3 Name and address for purpose of issuing checks and/or drafts;

4.17.4.3.4 For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;

4.17.4.3.5 If out-of-state Proposer, give name and address of local representative; if none, so state;

4.17.4.3.6 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;

4.17.4.3.7 If the Proposer was engaged by LDH 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

4.17.4.3.8 Proposer's state and federal tax identification numbers.

~~4.17.4.3.9 Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable.~~

4.17.4.4 The following information ***must*** be included in the proposal:

4.17.4.4.1 Certification Statement: The Proposer must sign and submit an original Certification Statement (see Appendix B).

4.17.5 ***Work Plan/Project Execution***

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

4.17.5.1.1 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.

4.17.5.1.2 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.

4.17.5.1.3 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.

4.17.5.1.4 Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.

4.17.5.1.5 Describe approach and strategy for project oversight and management.

4.17.5.1.6 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.

4.17.5.1.7 Demonstrate an understanding of and ability to implement data collection as needed.

4.17.5.1.8 Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner.

4.17.5.1.9 Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.

4.17.5.1.10 Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.

4.17.5.1.11 Identify all assumptions or constraints on tasks.

4.17.5.1.12 Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.

4.17.5.1.13 If the Proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the Subcontractor.

4.17.5.1.14 Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

4.17.5.1.15 Proposers are encouraged to submit report samples to demonstrate Proposers' flexible reporting capabilities. Visit www.dhh.louisiana.gov for LDH sample reports.

4.17.5.2 The proposal must describe in detail all options the proposed solution will make available for the enrollment process, including but not limited to technology and staffing. Details should include a description of capability and strategy to interface with current and future LDH system components. Additionally, the proposal must include a detailed implementation plan.

4.17.6 Innovative Concepts

4.17.6.1 Proposers must include in their proposals, innovative methods for selecting an MCO and indicating a provider preference, including but not limited to, the design of an application for Enrollment Broker activities for a smart phone or tablet device, and the use of text messaging to communicate with enrollees.

4.17.7 ***Relevant Corporate Experience***

4.17.7.1 The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The Proposer should have, within the last 24 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24

months. References shall include the name, email address and telephone number of each contact person.

4.17.7.2 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.

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

4.17.8 ***Personnel Qualifications***

4.17.8.1 The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff 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.

4.17.8.2 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.

4.17.8.3 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 whether the position will be filled by a Subcontractor.

4.17.8.4 Key personnel and the percentage of time directly assigned to the project should be identified.

4.17.8.5 Résumés of all known proposed personnel should be included. Résumés should include, but not be limited to:

4.17.8.5.1 Experience with Proposer;

4.17.8.5.2 Previous experience in projects of similar scope and size; and

4.17.8.5.3 Educational background, certifications, licenses, special skills, etc.

4.17.8.6 If Subcontractor personnel will be used, the Proposer should clearly identify these Individuals, if known, and provide the same information requested for the Proposer's personnel.

4.17.8.7

4.17.9 Cultural Competency

4.17.9.1 Proposers shall demonstrate their cultural competency of Louisiana. As these services require in person, face-to-face and telephone meetings with enrollees, it is important that proposers have structure and policy that fosters effective communication and relationships with Louisianians and LDH. The proposer must describe how they will: be available for in-person choice counseling within any of Louisiana's diverse 64 parishes when requested by any member or potential member within 24 hours of the request; be proficient in Louisiana dialect and pronunciation; and adapt to the diversity and the cultural contexts of Louisiana communities.

4.17.10 ***Additional Information***

4.17.10.1 As an appendix to the 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.

4.17.11 ***Corporate Financial Condition***

4.17.11.1 The organization's financial solvency will be evaluated. The Proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

4.17.11.2 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 the Department the Proposer's financial resources sufficient to conduct the project.

4.17.12 ***Cost and Pricing Analysis***

4.17.12.1 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.

4.17.12.2 Proposers shall submit the breakdown for the duration of the contract to demonstrate how cost was determined. Proposers shall complete a cost proposal in the format provided to be considered for award.

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

4.18 <u>Waiver of Administrative Informalities</u>

4.18.1 The Louisiana Department of Health reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

4.19 <u>Withdrawal of Proposal</u>

4.19.1 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.

4.20 <u>Proposer's Cooperation</u>

4.20.1 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 lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

4.21 <u>Commissioner's Statements</u>

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

5 EVALUATION AND SELECTION

5.1 Evaluation Criteria

5.1.1 The following criteria will be used to evaluate proposals:

5.1.1.1 The Enrollment Broker Function and Innovative Concepts will be scored based upon the evaluation criteria table.

5.1.1.2 Evaluations will be conducted by a Proposal Review Committee.

5.1.1.3 Evaluations of the financial statements will be conducted by a member of the LDH Office of the Secretary, Division of Fiscal Management.

5.1.1.4 Proposals containing unwarranted assumptions, lack of sufficient detail, poor organization, lack of proofreading, and/or unnecessary use of self-promotional claims will be evaluated accordingly.

5.1.1.5 Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

5.1.2 *Cost Evaluation*

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

$$\text{Points Awarded} = \frac{\textit{Lowest Total Cost}}{\textit{Total Cost of Proposal Being Evaluated}} \text{ X } 25$$

5.1.2.2 The assignment of the points based on the above formulas will be calculated by a member of LDH Financial Management and Operations staff.

~~5.1.3 *Hudson/Veteran Small Entrepreneurship Program*~~

~~5.1.3.1 Ten points 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.~~

~~5.1.3.2 Proposer Status and Reserved Points:~~

~~5.1.3.2.1 Reserved points shall be added to the applicable Proposers' evaluation score as follows:~~

~~5.1.3.2.1.1 Proposer is a certified small entrepreneurship: Full amount of the reserved points~~

~~5.1.3.2.1.1.1 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:~~

~~5.1.3.2.1.1.2 The number of certified small entrepreneurships to be utilized;~~

~~5.1.3.2.1.1.3 The experience and qualifications of the certified small entrepreneurship(s); and~~

~~5.1.3.2.1.1.4 The anticipated earnings to accrue to the certified small entrepreneurship(s).~~

5.1.4 *Evaluation Criteria and Assigned Points*

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

Evaluation Criteria	Points
Introduction/Understanding of RFP	5
Work Plan/Project Execution	25
Innovative Concepts	~~5~~ 10
Corporate Experience	~~10~~ 15
Qualification of Personnel	10
Cultural Competency	5
Financial Statements	5
Cost: Enrollment Broker Function	25
~~Veteran and Hudson Initiatives~~	~~10~~
Total	**100**

5.2 On Site Presentation/Demonstration

5.2.1 The Department will not require On Site Presentations or Demonstrations for purposes of this RFP.

5.3 Proposal Review Committee

5.3.1 The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Department and consisting of at least four persons, which will determine the proposal most advantageous to the Department, taking into consideration cost and the other evaluation factors set forth in the RFP.

5.4 Administrative and Mandatory Screening

5.4.1 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.

5.5 Clarification of Proposals

5.5.1 The Department 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.

5.6 Announcement of Award

5.6.1 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.

5.6.2 The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

5.6.3 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.

5.6.4 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) calendar days* after the award has been announced by the agency.

5.6.5 The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

6 SUCCESSFUL CONTRACTOR REQUIREMENTS

6.1 Confidentiality of Data

6.1.1 All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH 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 LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH 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 LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, 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.

6.1.2 Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the *Louisiana Department of Health.*

6.2 Taxes

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

6.3 Fund Use

6.3.1 The 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.

7 CONTRACTUAL INFORMATION

7.1 Contract

7.1.1 The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Appendix C) (including its attachments and exhibits), this RFP (including its attachments, amendments, and addenda), and the Contractor's proposal. Appendix C 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:

7.1.2 *Personnel Assignments*

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

7.1.3 *Force Majeure*

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

7.1.4 *Order of Precedence*

7.1.4.1 The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to the provisions of Appendix C and its attachments and exhibits (excluding this RFP, its attachments, amendments, and addenda, and the Contractor's proposal; second priority to the provisions of this RFP (including its attachments, amendments, and addenda); and third priority to the provisions of the Contractor's proposal.

7.1.5 *Entire Agreement*

7.1.5.1 Appendix C (including its attachments and exhibits), this RFP (including its attachments, amendments, and addenda), and the Contractor's proposal constitute the entire agreement between the parties with respect to the subject matter.

7.1.6 *Board Resolution/Signature Authority*

7.1.6.1 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.

7.1.7 *Warranty to Comply with State and Federal Regulations*

7.1.7.1 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.

7.1.8 *Warranty of Removal of Conflict of Interest*

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

7.1.9 *Corporation Requirements*

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

7.1.9.1.1 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.

7.1.9.1.2 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.

7.1.9.1.3 The Contractor must provide written assurance to the Department 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.

7.1.10 *Contract Controversies*

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

7.1.11 *Right To Audit*

7.1.11.1 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.

7.1.12 *Contract Modification*

7.1.12.1 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.

7.1.13 *Severability*

7.1.13.1 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.

7.1.14 *Applicable Law*

7.1.14.1 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.

7.2 Mutual Obligations and Responsibilities

7.2.1 The state requires that the mutual obligations and responsibilities of LDH 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 sample state contract.

7.3 Performance Bond

7.3.1 The Contractor shall be required to establish and maintain a performance bond equal to one (1) million dollars ($1,000,000.00) for as long as the contractor has contract-related liabilities of fifty thousand dollars ($50,000) or more outstanding, or fifteen (15) months following the termination

date of this contract, whichever is later, to guarantee: (1) payment of the Contractor's obligations to LDH and (2) performance by the Contractor of its obligations under this contract.

7.3.2 The bond must be made payable to the state of Louisiana. The contract and dates of performance must be specified in the bond.

7.3.3 The original performance bond must be submitted to LDH within 30 days of contract approval by the Office of State Procurement. The original performance bond will have the raised engraved seal on the bond and on the Power of Attorney page. The Contractor must retain a photocopy of the performance bond.

7.3.4 Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen (15) percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

7.4 <u>Indemnification and Limitation of Liability</u>

7.4.1 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.

7.4.2 The 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.

7.4.3 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.

7.4.4 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.

7.4.5 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.

7.4.6 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.

7.5 <u>Termination</u>

7.5.1 *Termination For Cause*

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

7.5.1.2 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.

7.5.2 *Termination For Convenience*

7.5.2.1 The State may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

7.5.3 *Termination For Non-Appropriation Of Funds*

7.5.3.1 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.

8 APPENDICES:

~~A: Veteran and Hudson Initiatives~~

B: Certification Statement

C: LDH Standard Contract Form (CF-1)

D: HIPAA Business Associate Addendum

E: Cost Worksheet

F: Enterprise Architecture Integration Requirements

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

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

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

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

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

~~Proposer Status and Reserved Points~~

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

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

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

~~Relevant Statutes and Administrative Rules:~~
~~The Veteran Initiative La. R.S. 39:2171; LAC 19:IX.Chapters 11 and 13~~
~~The Hudson Initiative La. R.S. 39:2001; LAC 19:VIII.Chapters 11 and 13~~

~~A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.~~

CERTIFICATION STATEMENT

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

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

PROPOSER	
VENDOR NUMBER	*(See Section 4.1 for more information)*
DATE	
OFFICIAL CONTACT NAME	
EMAIL ADDRESS	
FAX NUMBER	
PHONE NUMBER	
STREET ADDRESS	
CITY, STATE, ZIP	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have 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. Complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 90 days from the date of Proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ***30*** (thirty) calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for $25,000 or more, that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov).

Authorized Signature (Electronic or Photocopy Signature NOT allowed)

Printed Name of Authorized Signature

Date

Appendix C: LDH Standard Contract Form (CF-1)

Validate

LDH - CF - 1
Revised: 2016-06

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV:
LDH:

Agency Name... | Agency #

AND

FOR

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

INCLUDE RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name)

2) Street Address

City | State LA | Zip Code

3) Telephone Number

4) Mailing Address (if different)

City | State | Zip Code

5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)

6) Parish(es) Served — choose Parishes...

7) License or Certification #

8) Contractor Status !

Subrecipient:	☐ Yes	☐ No
Corporation:	☐ Yes	☐ No
For Profit:	☐ Yes	☐ No
Publicly Traded:	☐ Yes	☐ No

8a) CFDA#(Federal Grant #)

9) Brief Description Of Services To Be Provided: !

10) Effective Date

11) Termination Date

12) Maximum Contract Amount

13) Amounts by Fiscal Year

14) Terms of Payment !
If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:

First Name | Last Name

Title | Phone Number

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

<

Reset

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

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

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

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

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)

3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

   Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P. O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.

5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.

6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.

7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.

8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.

10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract.

    No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.

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

16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds $2,000, the Division of Administration, Office of State Procurement.

    The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the

continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

    If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

    ·Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.

    ·Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.

    ·Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.

    ·Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.

    ·Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:

    - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)). Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

    Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds $2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.

20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of $1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1299.39 provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

24. **E-Verify**: Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

25. **Remedies for Default**: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S.39:1672.2-1672.4.

26. **Governing Law**: This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.

27. **Contractor's Cooperation**: The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

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

29. **Eligibility Status**: Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.

30. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.

31**. Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

32**. Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor

of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

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

	Louisiana Department of Health
SIGNATURE **DATE**	**SIGNATURE** **DATE**
NAME	**NAME**
TITLE	**TITLE**
SIGNATURE **DATE**	**SIGNATURE** **DATE**
NAME	**NAME**
TITLE	**TITLE**

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 ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –

   A. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) 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 LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), Contractor shall ensure that any agents, employees, Subcontractors or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or Subcontractors' actions or omissions do not cause Contractor to violate 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 LDH, 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 LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

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

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

Instructions: Completing the Cost Worksheet

(Columns A-D) Total cost allocable to a specified year.

(Column E) Total Proposed Cost: Use Column E to show the total allowable expected cost of successful implementation of deliverables outlined in the RFP. Specific expenses that are non-allowable expenses including, but not limited to: advertising and public relations, entertainment, fines/penalties, fundraising, litigation incurred against the State, and lobbying.

(Line 1) Salary and Wages: The amount of salaries/wages for staff that will perform the Scope of Work. Detail for positions should be contained in a Schedule A, to be created and completed by the Proposer.

(Line 2) Related Benefits: Expenditures associated with the salaries/wages in Line 1 including, but not limited to: hospital/medical insurance, retirement, Social Security, unemployment compensation, and Worker's Compensation.

(Line 3) Operating Expenses: Expenditures related to office supplies, telephone or communication equipment, insurance, office space, etc.

(Line 4) Subcontracts: Contracted staff / entities performing tasks identified in the Scope of Work. Detail for entities / positions should be contained in Schedule A, to be created and completed by the Proposer.

(Line 5) Sum of lines 1-4 for each column. This sum will be used as the numerator to determine the Per Member Per Month (PMPM).

(Line 6) Projected Linkages: Estimated annual member counts pre-populated by the Department, which shall be used as the denominator to determine the PMPM rate.

(Line 7) PMPM: Calculated PMPM represented for Cost for a specific contract year, and the total contract.

PROPOSER:						
Line	ITEMIZED COSTS	**A**	**B**	**C**	**D**	**E**
		YEAR 1 (11/1/16 -6/30/17)	YEAR 2 (7/1/17-6/30/18)	YEAR 3 (7/1/18-6/30/19)	YEAR 4 (7/1/19-10/31/19)	TOTAL CONTRACT COST
1	Salary and Wages					
2	Related Benefits					
3	Operating Expenses					
4	Subcontracts					
5	**TOTAL COSTS**					
6	Projected Linkages	1,461,477	1,529,958	1,582,100	1,582,100	
7	**PROPOSED PMPM** (= Total Cost / Linkages)					

OVERVIEW

The State's Enterprise Architecture (EA) consists of seven base components running on a hyper converged platform. The seven components include the following:

1. Identity Access Management (IAM)
2. Enterprise Service Bus (ESB)
3. Master Data Management (MDM)
4. Data Warehousing (DWH)
5. Electronic Document Storage (EDMS)
6. Consumer Communications (CC)
7. Business Rules Engine (BRE)

The table below lists the specific component software.

Software	Vendor	Component	Version
Decision Center	IBM	Rules Engine	v8.x
Decision Server	IBM	Rules Engine	v8.x
Decision Server Standard for Non-Production	IBM	Rules Engine	v8.x
Exstream	HP	Client Communications, Correspondence Generation	v9.x
Pentaho	Hitachi Data Systems	Data warehouse and Analytics	v5.x
MS SQL Server 2014	Microsoft	Data warehouse storage	Enterprise
Case Foundation	IBM	Electronic Document Management	v5.x
Content Manager	IBM	Electronic Document Management	v5.x
Enterprise Records Foundation Add- On	IBM	Electronic Document Management	v5.x
webMethods	Software AG	Enterprise Service Bus	v9.x
Identity Manager for Consumers	CA	Security integration product; includes access management, directory services integration capability, and identity management	v12.x
Identity Suite for Business Users	CA	Security integration product; includes access management, directory services integration capability, and identity management	v12.x
Single Sign-On for Business Users	CA	Security integration product; includes access management, directory services integration	v12.x

Software	Vendor	Component	Version
		capability, and identity management	
Single Sign-On for Consumers	CA	Security integration product; includes access management, directory services integration capability, and identity management	v12.x
MDM	IBI	Master data management suite	v9.x

The particular business application platform is irrelevant to the use of the EA component except in the methodology used to integrate.

- All applications or systems integrating into the EA must integrate into these components using only standard APIs or connectors.
- All applications or systems integrating into the EA must integrate through the IAM and the ESB components, irrespective of which of the other five components will be used.
- All integrations must be reviewed and approved through the State's EA governance board.

Available Connectors and APIs

The table below lists the connectors and APIs that are exposed for use. Contractors will be responsible for doing the work necessary to integrate their applications into the EA. As part of this activity, they must also work with the EA contractors as necessary to assure that all integration work meets the established standards.

Component	API	API Description
ESB	No APIs but the following adapters included:	
	WebSphere MQ Adapter	Enables the webMethods Integration Server to exchange information with other systems through an IBM WebSphere MQ message queue.
	EntireX Adapter	Provides access to EntireX RPC servers, Natural RPC servers, and access to IMS Connect and CICS ECI providing multiple integration methods to mainframe systems including ADABAS/Natural-based systems.
	JDBC Adapter	Provides access to relational databases such as Oracle Database, Microsoft SQL Server, and IBM DB2 using standard JDBC interfaces.
	MSMQ Adapter	Provides access to Microsoft Message Queueing including monitoring a queue and issuing updates to various systems when a message appears in that queue.
MDM	Register client	Used to register a new client in MDM, create a new reference in MDM, or link with an existing reference.
	Update client	Used to update client data in MDM when data changes in the source system.
	Client search	Given a set of search criteria, returns a result set of matching persons.

Component	API	API Description
	Link clients	Links clients when the client data is a strong or potential match.
	De-link clients	De-links client records when data changes
DWH	No APIs but the following features included:	
	Data Integration Server for Data source connectivity	Data Integration Server allows for native connectivity to the following data sources: Oracle, MySQL, MS Access, MS SQL Server, IBM DB2, Sybase, ExtenDB, Teradata, Netezza, Apache, AS/400
	Big Data and Analytics Repository Connectivity	Pentaho offers the ability to natively connect to multiple Big Data and Analytics Repositories including: Hadoop, NoSQL, Amazon Redshift, Splunk, Vertica, monet db, vector wise, Teradata Aster, Infobright, and Green Plum
	Executing ETL Jobs	Pentaho Data Integration (PDI) supports the ability to invoke ETL jobs through REST (URL) calls as well as command line offering the ability to integrate and trigger these jobs through other system action from other components of the enterprise.
IAM / SSO	Access Control Provider	Provides set of functions to access to Access and Admin roles Example methods: getRole(), getUserAccessRole(), getUserAdminRoles()
	Access Role Provider	Provided functions to create or retrieve Access Roles Example methods: createAccessRole(), getAccessRole()
	Access Task Provider	Provided functions to create or retrieve Access Task Example methods: createAccessTask(), findAccessTask()
	Admin Role Provider	Provided functions to create or retrieve Admin Roles Example methods: createAdminRole(), getAdminRole()
	Admin Task Provider	Provided functions to create or retrieve Admin Task Example methods: createAdminTask(), findAdminTask()
	Group Provider	Provides functions to create or retrieve group objects Example methods: createGroup(), findGroup()
	Organization Provider	Provides functions to create or retrieve organizational objects Example methods: createOrg(), findOrg()
	Provisioning Policy Provider	Provides functions to retrieve provisioning policies Example methods: getProvisioningPolicy()

Component	API	API Description
	Provisioning Role Provider	Provides functions to create or retrieve provisioning roles Example methods: createProvisioningRole(), findProvisioningRole()
	Provisioning Synchronization Provider	Provides functions to find, create and delete provisioning users Example methods: createProvisioningUser(), getCorportateUser()
	Security Provider	Provides user authorization information Example methods: canAdminAssignRole(), canAdminExecuteTask()
	User Provider	Provides functions create, modify or retrieve user information Example methods: createUser(), findUsers()
EDMS	addDocument	Used to Add/Upload new documents to the FileNet repository.
	createDocument	Used to create a document within the FileNet repository and returns a new GUID.
	getProperties	Used to retrieve the metadata information of the documents. This API retrieves the metadata information from the document and returns it to the application in a data table.
	searchDocument	Used to search the documents in the FileNet repository. In addition to searching metadata, this API also provides the ability to perform full text search. Document metadata is retrieved from the FileNet repository based on the specified search criteria. Once fetched, metadata information is formatted in a datatable and sent back as the response. This API retrieves the current version of the document by default.
	getDocumentContent	Used to retrieve document contents based on DocumentGUID Property. The return type is Document Content as Stream object and MimeType as String object.
	deleteDocument	Used to delete documents based on the DocumentGUIDList property. It deletes one or more documents as supplied in DocumentGUIDList.
	getAttachments	Used to retrieve the documents related to a specific work item.
	getDocumentClassProperties	Used to retrieve Document Class Properties as Collection by providing Choice List Name (DocumentClassProperty).
	checkinDocument	Used to check in a document to create versions.
	checkoutDocument	Used to check out a document by providing DocumentGUID.
	updateDocument	This API will serve three purposes: • Update DocumentClass • Update DocumentContents

Component	API	API Description
		• Update DocumentMetadata
	publishDocuments	Used to publish documents. This API can publish one or more documents as supplied in DocumentGUIDList.
	getWorkItems	Used to retrieve the work items of the user.
	saveWorkItemMetadata	Enables user to save work item metadata fields.
	processWorkItem	User can define and start workflows. When a workflow is started, each work item in the workflow is automatically placed in a personal or public in-basket. The workflow definition, which is created by the workflow process designer, determines where and when work items are routed and processed.
	assignTo	Allows assignment of work items to the relevant workers.
	createWorkItem	Allows creation of ad hoc work items
	searchWorkItems	Enables search of work items based on specified search criteria.
	viewWorkItem	Enables the user to view the work item and perform available actions.
	unlockWorkItem	Provides work item unlock functionality.
CC	Compose Communication	HP Exstream facilitates both Java and .NET implementations of SOAP-based Web services. The Web service method takes the document template information and data as inputs and provides the generated correspondence document as an output response in real time.
BRE	EJB3 Session Factory	Rule session factory for EJB3 rule sessions.
	J2SE Session Factory	Rule session factory for Java SE environments
	POJO Session Factory	Class to create sessions in Java EE environments
	Management Session	Base interface for management sessions
	Session	Top-level markup interface for sessions.
	Session Factory	Interface implemented by all rule session factories
	Session Request	Interface for session requests
	Session Response	Encapsulates the response to a stateless rule session invocation or to execute a stateful rule session invocation.
	Stateful Session	Represents a stateful rule session.
	StatefulSessionEJB	Interface implemented by stateful rule session EJB3 components.
	Stateless Session	Represents a stateless rule session.
	Trace Filter	To select the information that you want to see in the execution trace.
	Warning	For warnings emitted by a rule session
	Rule Service Exception	Exception thrown to indicate an error during the use of the Rules Service

Component	API	API Description
	Session Creation Exception	Exception is raised when an error occurs during rule session creation
	Session Exception	Exception is raised if a problem occurs during the execution of a rule session method.