REQUEST FOR PROPOSAL

HEALTHCARE CLAIMS MANAGEMENT

FOR THE

DEPARTMENT OF PUBLIC SEFETY AND CORRECTIONS

RFP #: 400PUR202-1164

PROPOSAL DUE DATE/TIME: 8/31/16 4:30pm

State of Louisiana
Office of State Procurement

July 20, 2016

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REQUEST FOR PROPOSAL
FOR

HEALTHCARE CLAIMS MANAGEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

(REV. 5/26/2016)

1.1 Background

The Louisiana Department of Public Safety & Corrections, Corrections Services (herein referred to as the DPS&C) had been utilizing the State charity hospital system to provide non-primary off-site health care to its offender population for many years. These services had been provided through the LSU Health Services Division's (HSD) hospital systems. The services provided by these hospitals were moved to private operation under cooperative endeavor agreements between LSU HSD and private entities. As such, health care services for DPS&C offenders are no longer provided through the LSU HSD system. The DPS&C is currently obtaining these off-site non-primary care services through a variety of contract providers to include those entities contracted with LSU HSD as well as providing non-primary on-site health care services with private contractors. In order to process and pay claims, document medical services being provided, provide cost data, etc., the DPS&C desires to enter into a contract for the services of a qualified claims management contractor to provide claims administration, customer services, and reporting for "Off-site" care, which will include issuing payment and remittance advice to health care providers. DPS&C is currently receiving around 7,500 claims totaling over $12,000,000 per month. These numbers are approximate and subject to change. The current covered persons populations shown below are estimates and subject to fluctuation.

The DPS&C reserves the right to award the contract to include all or part of the covered persons populations listed below.

- DPS&C facilities ---18,567
- Local correctional facilities (DPS&C offenders) --- 17,743
- OJJ --- 349
- Local correctional facilities (Non DPS&C offenders) --- 15,128
- Eastern Louisiana Mental Health System (Forensic Division) --- 355
- Any other covered persons as deemed necessary by DPS&C

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing healthcare claims management services for the DPS&C.

1.1.2 Goals and Objectives

The DPS&C desires to obtain healthcare claims management services for offenders under the custody of the DPS&C, as well as offenders housed in local correctional facilities, offenders housed in the Forensic Division of the Eastern Louisiana Mental Health System, offenders adjudicated to the custody of the Office of Juvenile Justice (OJJ), and any other covered persons as deemed necessary by DPS&C.

1.2 Definitions

A. Shall and Will– The terms "shall" and "will" denote mandatory requirements.

B. Must - The term "must" denotes mandatory requirements.

C. May and Can- The terms "may" and "can" denote an advisory or permissible action.

D. Should – The term "should" denotes a desirable action.

E. Contractor – Any person having a contract with a governmental body; the selected proposer.

F. 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.

G. State- The State of Louisiana.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. DOA - Division of Administration

J. OSP – Office of State Procurement

K. Proposer – A firm or individual who responds to this RFP.

L. RFP – Request for Proposal

M. Covered persons – Any person for whom the DPS&C accepts healthcare claim adjudication responsibility.

1.3 Schedule of Events

Event	Date
RFP posted to LaPac and Blackout Period Begins	July 20, 2016
Deadline for receipt of Written inquiries	August 2, 2016
Issue responses to written inquiries	August 16, 2016

Deadline for receipt of proposals	August 31, 2016
Announce award of contractor selection on or about	September 21, 2016
Contract execution on or about	November 1, 2016

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

1.4 Proposal Submittal

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before *(time)* Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

LA Department of Public Safety & Corrections
Tammy Grant
P.O. Box 94304
Baton Rouge, LA 70804
Or
504 Mayflower Street, Building 8, Rm 222
Baton Rouge, LA 70802

For courier delivery, the street address is stated above, and the telephone number is 225-342-6578. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.4.1 Minimum Qualification for Proposer

Proposers must meet the following minimum qualifications:

The Proposer, as a prospective recipient of federal and state assistance funds, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.

Because the Department will not provide start-up funds or cash advances to the successful proposer, the proposer must have the financial resources to operate for ninety (90) calendar days as demonstrated by an audited financial statement prepared by a Certified Public Accountant or an irrevocable letter of credit in favor of the Department equal to 25% of the first year's operating budget, or the proposal will be rejected, in accordance with LAC 34.V.1505. Financial resources will be measured as follows:

Current Assets - Current Liabilities = 25% of the annual operating cost of the program proposal submitted.

Provide proof of licensure by the LA Department of Insurance or provide a plan of action, including a timeline, for obtaining licensure prior to commencement of services.

1.5 Proposal Response Format

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

A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

B. **Table of Contents:** The proposal should be organized in the order contained herein.
- One signed original and five (5) signed copies of the Proposal
- Proposal should be typed on letter-size bond paper.
- Pages should be numbered consecutively throughout the Proposal.
- Each copy of the Proposal should be bound and/or fastened in a folder.
- The narrative of the Proposal should not exceed thirty (30) double-spaced typewritten pages.
- The cover of the Proposal should indicate the Proposal is submitted in response to the Request for Proposal and indicate the date and program being proposed.
- The title page (cover page/sheet) should state the name, title, address, email address and telephone number of PROPOSER and the name of the service to be provided.
- Each page of the Proposal should include the name of the PROPOSER and service proposed in the upper right hand corner.

A table of contents page should indicate page locations for each of the principal sections of the Proposal and additional detail as appropriate.

You are to provide a redacted version of your Proposal omitting those responses (or portions thereof) and attachments that you determine are within the scope of exceptions to the Louisiana Public Records Act, R.S. 44: 1-44. In a separate document, please provide the justification for each omission.

DPS&C will make the edited Proposal available for inspection and/or copying upon the request of any individual pursuant to the Louisiana Public Records Law without notice to you.

C. **Executive Summary**: This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in **Attachment II, Sample Contract**, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

D. **Company Background and Experience:**

The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) qualifications described in Section 1.4.1.

E. **Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposal shall be divided into four mandatory parts (Failure to submit any part shall result in automatic disqualification of the Proposal):

- Service Approach
- Experience
- Cost – completed and signed. Attachment III
- Signature page – completed and signed. Attachment IV

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.

- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

F. **Staff Qualifications:**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) staff qualifications described in Section 1.4.1.

G. **Cost Proposal:** The Proposer shall provide the total cost (inclusive of travel and all project expenses) for providing all services described in the RFP. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

A PROPOSER's base cost score will be based on the cost information and computed as follows:

CS = (LPC/PC X 40)

Where: CS = Computed cost score (points) for PROPOSER being evaluated
LPC = Lowest proposed cost of all PROPOSERs
PC = Total cost of PROPOSER being evaluated

H. **Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

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 http://smallbiz.louisianaeconomicdevelopment.com

Ten percent (10%) of the total evaluation points on this RFP shall be 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 proposer's 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 its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at http://legis.la.gov/lss/lss.asp?doc=671504; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed http:/legis.la.gov/lss/lss.asp?doc=96265. The rules for the Veteran Initiative (LA 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at . http://www.doa.la.gov/pages/osp/se/secv.aspx

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at http://smallbiz.louisianaeconomicdevelopment.com. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register

in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

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

I. **Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in **Attachment I.**

J. **Outsourcing of Key Internal Controls:**

If applicable, Proposer shall provide information regarding the company's last security audit, to include a Statement on Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Cost of the audit shall be borne by the proposer.

1.5.1 Number of Copies of Proposals

The State requests that one (1) signed original and five (5) signed copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State 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 the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and

disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the DPS&C.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

1.7.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

LA Department of Public Safety & Corrections
Tammy Grant
P.O. Box 94304
Baton Rouge, LA 70804
Or
504 Mayflower Street, Building 8, Room 222
Baton Rouge, LA 70802
225-342-6578
Email: tammygrant@doc.la.gov

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

Official responses to all questions submitted by potential proposers will be posted by *(Date)* at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

Only Tammy Grant (RFP Coordinator) has the authority to officially respond to a proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. 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.

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

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
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

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

1.10 Withdrawal of Proposal

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

1.11 Waiver of Administrative Informalities

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

1.12 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.13 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.14 Cost of Offer Preparation

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.15 Taxes

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

1.16 Determination of Responsibility

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

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

- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- 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
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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.

1.17 Use of Subcontractors

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

If the proposer intends to subcontract for portions of the work, the proposer shall 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.

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

1.18 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

Oral Discussions, if applicable, will be worth 10 evaluation points. The criteria for scoring the oral discussions are as follows:

- Proposal Content (Worth 5 Points of the available 25 points for Service Approach and Coordination Strategy)
  - Knowledge of proposal
  - Knowledge of services to be performed
- Experience (Worth 5 Points of the available 35 points for Experience and Qualifications)
  - Proposer's experience
  - Staff's experience

Proposals may be re-scored after the oral presentations in accordance with the original evaluation criteria.

1.19 Acceptance of Proposal Content

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 rejected from further consideration.

1.20 Evaluation and Selection

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

1.20.1 Best and Final Offers (BAFO)

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

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

1.21 Contract Award and Execution

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

The State shall reserve the right to contract for all or a partial list of services offered in the proposal.

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in **Attachment II**. 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.

If the contract negotiation period exceeds 14 business days or if the selected Proposer fails to sign the final contract within 14 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.22 Notice of Intent to Award

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.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, 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.

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 14 calendar days after the award has been announced by the agency.

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

1.23 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.24 Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his 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 State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the

subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State 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.

Licensed and Non-Licensed Motor Vehicles: 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 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: 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.

1.25 Indemnification and Limitation of Liability

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

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

States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

1.26 Payment

Contractor shall bill the Department within fifteen (15) days of the end of the month. The invoice must be submitted to the Contract Monitor, Melissa Steib. Upon receipt of the invoice, the Department will issue one monthly payment to the Contractor. The Department reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will be held until satisfactory resolution has been made. Contractor will not be paid more than the maximum amount of the contract.

1.27 Termination

1.27.1 Termination of the Contract for Cause

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) 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.

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.

1.27.2 Termination of the Contract for Convenience

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.

1.27.3 Termination for Non-Appropriation of Funds

The continuation of this contract shall be 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.

1.28 Assignment

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due

or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.29 Audit of Records

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.

1.30 Civil Rights Compliance

The Contractor shall agree 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 shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree 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, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.31 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.32 Entire Agreement/ Order of Precedence

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

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.33 Contract Changes

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 shall be binding on any of the parties.

1.34 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.35 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana

1.36 Claims or Controversies

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

1.37 Code of Ethics

Proposers shall be 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 shall be the only entity which can officially rule on ethics issues.

1.38 Corporate Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

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.

1.39 Outsourcing Internal Key Controls

If applicable, the State of Louisiana /State Agency will require the Contractor and /or subcontractors, when performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. Such audits shall be performed annually during the term of the contract. The Contractor shall implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit shall be borne by the Contractor.

PART II: SCOPE OF WORK/SERVICES

2.1 Overview/Scope of Services

Provide Healthcare medical claims management services for offenders under the custody of the DPS&C, as well as offenders housed in local correctional facilities, offenders housed in the Forensic Division of the Eastern Louisiana Mental Health System, offenders adjudicated to the custody of the Office of Juvenile Justice (OJJ), and any other covered persons as deemed necessary by DPS&C.

2.2 Period of Agreement

This contract shall begin on November 1, 2016 and shall end on October 31, 2017. State shall have the right to contract for up to a total of 3 years with the concurrence of the Contractor and all appropriate approvals.

2.3 Tasks and Services

The contractor selected to provide these services shall provide a system for claims adjudication for all health care services provided to all eligible offenders and juveniles. This shall include a system for claims receipt (both manual – CMS format and HIPAA compliant 837 electronic transaction receipt/entry), claim archiving (claims scanned, date stamped and serially stamped), claims inventory control and claim retrieval, internal claims distribution and tracking, online eligibility file capabilities for covered persons eligibility/movement with the capability to perform

daily/weekly eligibility file changes for movement within the DPS&C and integration with DPS&C's medical appointment scheduling system for claim payment authorization, if necessary. The contractor selected shall also provide claims processing adjudication for claim payment or claim denial (both manual – CMS format and electronic HIPAA compliant 837 transactions), claims payment remittance processes (facility and professional claims – both manual hard copy payment remittance processes and electronic HIPAA compliant 835 remittance transactions utilizing HIPAA compliant ANSI standard claim adjustment reason codes and accompanying remittance advice remark codes, when appropriate) as well as a process for adjudicating claims for which the contractor will not remit payment but will instead remit the claim and appropriate claim adjustment documentation to the party responsible for payment, and reprocessing claims as deemed necessary by DPS&C. A dedicated DPS&C customer service area shall be provided to respond to both provider and DPS&C inquiries regarding claim adjudication and payment. This DPS&C dedicated customer service unit will have the capabilities of electronic HIPAA Compliant 277 claims status responses should a provider submit a HIPAA Compliant 276 claims status inquiry.

This claims system shall include and enable the vendor to process claims both manually and electronically and ensure that all medical claims are date and serially stamped with an internal control number (ICN) and entered/scanned/OCR into an automated data processing claims system within same day of claim receipt. The ICN will uniquely identify each claim.

2.4 Deliverables

1. Contractor shall adhere to the implementation plan provided in their proposal.
2. Contractor shall notify providers and correctional facilities of the change in third party administrator.
3. Contractor shall obtain all claims data from previous contractor(s) as deemed necessary by DPS&C to ensure a smooth and successful transition.
4. All claims must be adjudicated and paid, if applicable, within 30 days of receipt by the contractor.
5. Contractor shall provide DPS&C with an invoice, with an accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register on a weekly basis showing all paid claims.

2.6 Scope of Work Elements

Reporting Requirements

The contractor selected to provide these services shall provide an accurate reporting system for all claims received on behalf of DPS&C, including traceable history from receipt through end result of each claim. These reports shall include dx coding and line item detail, utilization, financial, claim aging (capable of reporting on claims by receipt date, paid date, and date of service), medical provider (contracted providers, non-contracted providers), Medicare payment comparisons to % of billed charges, reports by Medicare DRG, APC, CPT procedural, ICD 10 CM DX, HCPCS, anesthesia, dental, other utilization and financial claim reports. The reporting system shall include Ad-Hoc reporting when requested by the DPS&C. The reporting system shall include:

1. Ability to provide claims aging/inventory level reports on a monthly basis. The monthly claims turnaround reports need to include at a minimum the following indicators:

Payment Month, Number of claims paid, Business days from claim receipt to payment, Calendar days from receipt to payment, Percent of claims paid in less than thirty (30) days, Percent of claims paid in less than sixty (60) days, Business days from receipt to claim entry, calendar days from receipt to claim entry, Percent of claims entered in one (1) business day or less, Percent of claims submitted electronically, Percent of facility claims filed electronically, Percent of professional claims filed electronically, Percent of total claims facility, Percent of total claims professional, Number of offenders/members for month, Number of claims per offender/member.

2. Ability to provide a monthly standard reporting package for the DPS&C by fiscal years, which captures offenders individual claim data, cost and utilization data by correctional institution/correctional center, medical care provider data (utilization and financial data, to include total utilization and total paid and total date of service claims for inpatient, outpatient, outpatient surgery, emergency room, professional claims), contracted and non-contracted provider utilization and financial data, utilization and financial data graphed (by fiscal years), large dollar claims data, top volume medical procedures by CPT coding, and any other aggregate financial and utilization experience data reports as requested by the DPS&C on an Ad-Hoc basis within an appropriate timely turn-around. The ability to breakdown reports provided to DPS&C by the following offender types: DPS&C offenders at DPS&C facilities, DPS&C offenders at local correctional facilities, Non DPS&C offenders at local correctional facilities, Office of Juvenile Justice offenders, and Eastern Louisiana Mental Health System offenders, and any other covered persons as deemed necessary by DPS&C.

   The contractor must provide the DPS&C with requested Ad-Hoc reports in a timely manner. The following list, although not all-inclusive, is DPS&C's requested reporting package:

   - **Claim Payment Details Report (matches weekly invoice)**
   - **Claim Denials Report**
   - **Claim Details for Selected Medical Provider(s)**
   - **Claim Statistics – Overall/By Medical Provider/By Institution**
   - **Inpatient Claim Information (including bed days)**
   - **New ER Claim Information**
   - **Inpatient Claim Statistics – Overall/By Medical Provider/By Institution/By Specialty (including bed days)**
   - **ER Claim Statistics – Overall/By Medical Provider/By Institution/By Specialty**
   - **High Cost Claims over $50,000 – By Correctional Facility**
   - **High Cost Claims over $10,000 – By Correctional Facility**
   - **Claims Pending/Approved for Medicaid**
   - **HIV Offenders Claim Payment Information**
   - **Claim Details Grouped by Doctor/Hospital Visit**
   - **Top 50 CPT Procedures by Volume**
   - **Top 50 DRG by Volume**
   - **Top 50 HCPCS by Volume**
   - **Top 25 Medical Providers by Cost**
   - **Facility Utilization Report By Month Outpatient Surgery**
   - **Facility Utilization Report By Month Outpatient Hospital**
   - **Physician/Professional Utilization By Month**

- **Utilization Graphs Adult Juvenile**
- **Medicare Comparison Payment Reports**
- **Daily volume for inpatient / observations worklist/report**
- **Daily/Weekly/Monthly/Quarterly/Annual Bed Days Report**
- **Daily/Weekly/Monthly/Quarterly/Annual Admit Report**
- **Daily/Weekly/Monthly/Quarterly/Annual Denial Report**
- **Readmission Report**
- **Frequent ER Visit**
- **Calendar/Trips Reports**
- **Non-Covered Offender (Status) Reports**
- **Hospitalizations per treating facility and/or housing facility**
- **Denial Reports**
- **Reports by diagnosis**
- **Report on observation claims including hours of observation and claim payment detail verifying observations are not covered beyond 30 hours**

Medical Provider Reports - Mailed or Sent Electronically to Providers Monthly (DPS&C will also receive all reports as requested)

- **Claims Paid by DPS&C**
- **Claims Sent to Correctional Facilities for Payment**
- **Claims Pending Medicaid**

Correctional Facility Reports – Mailed or Sent Electronically to Correctional Facilities Monthly (DPS&C will also receive all reports as requested)

- **Claims Paid by DPS&C**
- **Claims Sent to Correctional Facility for Payment**
- **Claims Pending Medicaid**

3. Ability to provide and maintain a monthly database of all claims received on behalf of DPS&C including traceable history from receipt through end result of each claim. The data-base shall include all agreed upon data elements (DPS&C requested) from the submitted and paid facility/professional claims (CMS-1500 Professional, UB-2004 Facility). Ability to provide a monthly claim log financial analysis report of all paid claims data, ability to provide financial summary reports for financial analysis, including payments, refunds/adjustments, denied claims with denial reasons and other appropriate financial data.

2.6.1 Functional Requirements

1. The ability to adjudicate both facility and professional medical claims (UB 2004 – facility claim, CMS 1500 professional claim) using the Louisiana Medicaid, CMS Medicare, or any other claim processing guidelines as deemed necessary by DPS&C. (Exception to Medicaid/Medicare guidelines/processes are the use of alternative identification numbers (ID) rather than a Medicare/Social Security number and no deductibles, co-pays or co-insurance applies). The ability for claims receipt (both manual – CMS format and HIPAA compliant 837electronic transaction receipt/entry), electronic claim archiving (claims scanned, date stamped and serially stamped), claims inventory control and claim retrieval, internal claims distribution and tracking, online eligibility file capabilities for covered persons eligibility/movement with the capability to perform daily/weekly eligibility file changes for offender movement within the DPS&C as well as integration with DPS&C's medical

appointment scheduling system for claim payment authorization, if necessary, with no additional implementation cost being charged for setup. The ability of claims processing adjudication for claim payment or claim denial (both manual – CMS format and electronic HIPAA compliant 837 transactions) as well as a process for adjudicating claims for which the contractor will not remit payment but will instead remit the claim and appropriate claim adjustment documentation to the party responsible for payment, and reprocessing claims as deemed necessary by DPS&C. This claims system shall include and enable the vendor to process claims both manually and electronically and ensure that all medical claims are date and serially stamped with an internal control number (ICN) and entered/scanned/OCR into an automated data processing claims system within same day of claim receipt. The ICN will uniquely identify each claim. All claims must be adjudicated and paid, if applicable, within 30 days of receipt by the contractor. An explanation of benefits should be created for all adjudicated claims for payment and denials rather they are to be paid by the Contractor or repriced for DPS&C or a correctional facility.

2. The ability to implement and utilize standardized Louisiana Medicaid and/or CMS Medicare medical claims processing systems for claims adjudication. The capability to adjudicate inpatient facility claim payments, consolidated outpatient, outpatient surgery, ER facility claims payments, Long Term Care Hospital (LTCH) payments, professional claims including physician services, lab and radiology professional interpretation services, midlevel provider services, DME, ambulance services, hearing services, physical therapy, occupational therapy and speech therapy services and other ancillary medical claims per Louisiana Medicaid, CMS Medicare, or any other claim processing guidelines as deemed necessary by DPS&C.

3. Ability to utilize standardized medical coding systems in the claims adjudication system, such as ICD-10 CM diagnostic coding, CPT/HCPCS medical procedural coding including all modifiers, anesthesia coding, ADA dental coding for oral surgery services, HCPCS medical coding (National Level II) for ancillary services coding.

4. Ability to receive and adjudicate HIPAA compliant electronic claim transactions from medical providers throughout the State of Louisiana (both facility and professional electronic HIPAA compliant transactions) and possibly from any out-of-state vendor if providing services to the target population. Ability to produce provider payments and associated remittance advices (both in a manual hard copy payment remittance process and in an electronic HIPAA compliant 835 remittance transaction format utilizing HIPAA compliant ANSI standard claim adjustment reason codes and accompanying remittance advice remark codes, when appropriate) that can be easily accessed by the provider in a secure portal with DPS&C having the capability to access all information provided in the portal.

5. Capability to utilize CMS payment review systems such as the Correct Coding Initiative (CCI), CMS modifier payment reductions (multiple surgery, assistant at surgery ,bi-lateral surgery, etc) and the application of specific Louisiana Medicaid and/or Medicare medical policy payment guidelines as determined by the DPS&C Medical/Mental Health Director. Ability to apply various claims edits in your claims adjudication system (e.g., excluded services, duplicate claims, etc).

6. Ability to maintain specific and variable rate and fee schedules for each provider including, but not limited to Louisiana Medicaid, CMS Medicare inpatient DRG, Medicare Critical Access rates (inpatient and outpatient), CMS Medicare APC consolidated outpatient facility, outpatient surgery facility, ER facility claims payments (Medicare definitions apply), % of

Medicare facility payments, Louisiana Medicaid consolidated rate schedule for transplants (both facility and professional), CMS Louisiana Medicare professional fee schedule, and Medicare RBRVS, % of billed charges, contractually fixed procedural facility and professional rates per CPT code arrangements and other facility rate and/or professional fee discount/fixed arrangements or other contractual terms. Ability to support and apply negotiated provider pricing to incoming claims as of the effective date of the provider contract and/or make payment adjustments as needed.

7. Ability to provide customer service to both Louisiana medical providers and DPS&C facilities utilizing a dedicated customer service unit for the DPS&C. This DPS&C dedicated customer service unit must have the ability to respond to both provider and DPS&C inquiries regarding offender eligibility, claim status and payment. This DPS&C dedicated customer service unit will have capabilities for telephone inquiry for claim status, written correspondence, offender eligibility online look-up and electronic HIPAA Compliant 277 claims status responses should a provider submit a HIPAA Compliant 276 claims status payment inquiry.

8. Ability to provide ongoing claim controls and tracking so that a claim can be identified through the adjudication system for claim location and status. Ability to maintain claims data files for offender claim history, claim payment history by offender, including any claim adjustments, payment refunds, etc. Ability to provide online claim history file access for the designated DPS&C TPA liaison for claim history look-up including any claim adjustments/refunds.

9. Ability to maintain provider NPI numbers, provider Federal TIN numbers, Louisiana Medicaid rates, Medicare Critical Access rates per facilities, Medicare fee schedules, Medicare DRG rates, Medicare DRG weighting, Medicare APC rates, offender claim history, claim payment history by offender, including any claim adjustments, payment refunds, etc.

10. Ability to maintain privacy and confidentiality of all medical and financial information. See Attachment VIII - Business Associate Agreement.

11. Contractor will assist DPS&C with coordinating review and expediting all inpatient and emergency department claims.

12. Contractor will work with DPS&C to verify non DOC offenders in local facilities.

13. Contractor will assist DPS&C with identifying those covered persons that may be eligible for Medicaid coverage, as deemed necessary by the DPS&C.

2.6.2 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.6.3 Project Requirements

NOT APPLICABLE TO THIS CONTRACT.

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Service Approach and Coordination Strategy	***25***
2. Experience and Qualifications	***35***
3. Hudson/Veteran Small Entrepreneurship Program	***10***
4. Cost	***30***
TOTAL SCORE	***100***

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 30 points. Other proposers shall receive cost points based upon the following formula.

BCS = (LPC/PC X 30)

Where: BCS = Computed cost score (points) for proposer being evaluated
LPC = Lowest proposed total cost of all proposers
PC = Total cost of proposer being evaluated

This same formula will be used for both cost options. After evaluation of Proposals, the DPS&C will determine, in its sole discretion, whether the best interests of the State will be served by awarding the contract on a per offender per month (PIPM) cost basis or per claim cost basis.

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP shall be 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)

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

- Provide DPS&C with an invoice, with an accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register on a weekly basis showing all paid claims.
- Contractor shall pay providers within 2 business days from receipt of payment from DPS&C.

4.2 Performance Measurement/Evaluation/Monitoring Plan

Performance will be evaluated by DPS&C personnel based on ongoing review of all required elements of the contract.

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

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

ATTACHMENT I: 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. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: ( ) _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 14 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 1.21 Contract Award and Execution.)
6. Proposer shall certify, 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: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____ _____

SIGNATURE of Proposer's Authorized Representative DATE

ATTACHMENT II:

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA **File No. _____**
PARISH OF _____ **Solicitation No. _____**

(NAME OF CONTRACT)

CONTRACT

On this ____day of _____, 20___, the State of Louisiana, Department of Public Safety and Corrections, hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1. SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Provide healthcare claims management services for offenders under the custody of the DPS&C, as well as offenders housed in local correctional facilities, offenders housed in the Forensic Division of the Eastern Louisiana Mental Health System, offenders adjudicated to the custody of the Office of Juvenile Justice (OJJ), and any other covered persons as deemed necessary by DPS&C.

1.2 STATEMENT OF WORK (See Attachment A)

- Contractor - shall provide a system for claims adjudication for all health care services provided to all eligible offenders and juveniles.
- This claims system shall include and enable Contractor to process claims both manually and electronically and ensure that all medical claims are date and serially stamped. Contractor shall have the ability to pay providers via both electronic funds transfer (EFT) or paper check.
- The claim adjudication system shall adjudicate both facility and professional medical claims using the CMS Medicaid/Medicare claim processing guidelines, processes and procedures as the basis of the claims system. Contractor shall systematically maintain various rates and fee schedules for provider payments as deemed necessary by DPS&C. All allowable claims shall be adjudicated within 30 days of receipt by the contractor.
- Contractor - shall implement and utilize standardized CMS Medicaid/Medicare medical claims processing systems for claims adjudication.
- Contractor - shall utilize standardized medical coding systems in the claims adjudication system, such as ICD-9 CM diagnostic coding, CPT/HCPCS medical procedural coding including all modifiers, anesthesia coding, ADA dental coding for oral surgery services, HCPCS medical coding (National Level II) for ancillary services coding.
- Contractor - shall receive and adjudicate HIPAA compliant electronic claim transactions from medical providers throughout the State of Louisiana (both facility and professional electronic HIPAA compliant transactions) and possibly from any out-of-state vendor if providing services to the target population.

- Contractor - shall utilize Medicaid/Medicare payment review systems such as the Correct Coding Initiative (CCI), Medicare modifier payment reductions (multiple surgery, assistant at surgery, bi-lateral surgery, etc) and the application of specific Medicaid/Medicare medical policy payment guidelines as determined by the DPS&C Medical/Mental Health Director.
- Contractor - shall apply various claims edits in your claims adjudication system (e.g., excluded services, duplicate claims, etc).
- Contractor - shall support and apply negotiated provider pricing to incoming claims as of the effective date of the provider contract and/or make payment adjustments as needed.
- Contractor - shall provide customer service to medical providers, DPS&C, and Louisiana correctional facilities utilizing a dedicated customer service unit for the DPS&C from 8am to 5pm Central Time.
- Contractor - shall provide ongoing claim controls and tracking so that a claim can be identified through the adjudication system for claim location and status.
- Contractor -shall maintain privacy and confidentiality of all medical and financial information.

1.2.1. GOALS AND OBJECTIVES

The DPS&C desires to obtain healthcare claims management services for offenders under the custody of the DPS&C, as well as offenders housed in local correctional facilities, offenders housed in the Forensic Division of the Eastern Louisiana Mental Health System, offenders adjudicated to the custody of the Office of Juvenile Justice (OJJ), and any other covered persons as deemed necessary by DPS&C.

1.2.2. *PERFORMANCE MEASURES*

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

- Provide a customizable online system that provides real-time reporting of all claims data as well as financial summary reports for financial analysis.
- Provide DPS&C with an invoice, with an accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register on a weekly basis showing all paid claims.
- Contractor shall pay providers within 2 business days from receipt of payment from DPS&C.
- Assure that primary care claims are not paid unless otherwise deemed necessary by DPS&C.

1.2.3. PERFORMANCE EVALUATION/MONITORING PLAN

- Melissa Steib, CFO, will monitor the services provided by the contractor and the expenditure of funds under this contract. The monitoring plan is the following:
- Performance will be monitored and evaluated by DPS&C personnel based on ongoing review of all required elements of the contract.

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

2. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

3. CONTRACT MODIFICATIONS

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

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

4. FUND USE

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

5. HEADINGS

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

6. PAYMENT TERMS

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

7. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

8. DELIVERABLES

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

9. TAXES

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

10. TERMINATION

10.1. TERMINATION OF THIS CONTRACT FOR CAUSE

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

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

10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

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

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

10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

11. OWNERSHIP

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 State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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

12. USE OF AGENCY'S FACILITIES

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

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

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

13. WAIVER

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

14. WARRANTIES

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

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

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

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

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation,*** from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties,

neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

16. INSURANCE AND BONDS

16.1. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____of the RFP).* The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.2. PERFORMANCE BOND

Contractor shall provide a Performance Bond (Surety Bond) in the amount of _____ dollars ($_____) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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

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.

The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.3. FIDELITY BOND

The Contractor shall be required to provide a Fidelity Bond in the amount of $_____to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its

agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of _____shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

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

18. SEVERABILITY

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

19. SUBCONTRACTORS

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

20. SUBSTITUTION OF PERSONNEL

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

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

21. ASSIGNMENT

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

22. CODE OF ETHICS

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

23. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

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

25. RIGHT TO AUDIT

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

26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

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

27. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract

is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

28. 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 his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

29. SECURITY

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

30. TERM OF CONTRACT

This contract shall begin on November 1, 2016 and shall end on October 31, 2017. State has the right to contract for up to a total of _3_ years with the concurrence of the Contractor and all appropriate approvals.

31. COMMENCEMENT OF WORK

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

32. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

33. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

34. RECORD RETENTION

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

35. ANTI-KICKBACK CLAUSE

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

36. CLEAN AIR ACT

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

37. ENERGY POLICY AND CONSERVATION ACT

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

38. CLEAN WATER ACT

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

39. ANTI-LOBBYING AND DEBARMENT ACT

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

40. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

41. INDEPENDENT ASSURANCES

The State of Louisiana/*(Insert agency name)* will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC reports resulting from independent SSAE 16 reviews of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

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

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 16 review or audit is required of the contractor, the audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 16 audit is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

42. COMPLETE CONTRACT

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

43. ORDER OF PRECEDENCE

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

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

WITNESSES' SIGNATURES:

_____

_____

CONTRACTOR SIGNATURE:

By:_____

Title:_____

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

WITNESSES' SIGNATURES:

_____

_____

STATE AGENCY SIGNATURE:

By:_____

Title_____

Phone No.:_____

Approved by:

_____

Director of State Procurement

Date: _____

Sample Contract, Statement of Work, Attachment A

Contract Objectives:

Contractor shall provide a system for claims adjudication for all health care services provided to all eligible offenders and juveniles. This shall include a system for claims receipt (both manual – CMS format and HIPAA compliant 837 electronic transaction receipt/entry), claim archiving (claims scanned, date stamped, serially stamped, and archived for at least 5 years), claims inventory control and claim retrieval, internal claims distribution and tracking, system integration with online eligibility file transfer capabilities for offender eligibility/movement with the capability to perform daily/weekly eligibility file transfers for updating offender movement between correctional facilities, claims processing adjudication for claim payment or claim denial (both manual – CMS format and electronic HIPAA compliant 837 transactions), claims payment remittance processes (facility and professional claims – both manual hard copy payment remittance processes and electronic HIPAA compliant 835 remittance transactions utilizing HIPAA compliant ANSI standard claim adjustment reason codes and accompanying remittance advice remark codes) and a dedicated DPS&C customer service area to respond to provider, correctional facilities, and DPS&C inquiries regarding claim adjudication and payment. Contractor shall provide a system for HIPAA compliant 276\277 electronic claim status inquiry and response.

This claims system shall include and enable Contractor to process claims both manually and electronically and ensure that all medical claims are date and serially stamped with an internal control number (ICN) and entered/scanned/OCR into an automated data processing claims system within one (1) business day of claim receipt. The ICN will uniquely identify each claim. All allowable claims to be adjudicated and paid within 30 days of receipt by the contractor.

The claim adjudication system shall include:

1. Contractor shall adjudicate both facility and professional medical claims (UB 2004 – facility claim, CMS 1500 professional claim) using the CMS Medicaid/Medicare claim processing guidelines, processes and procedures as the basis of the claims system. (Exception to Medicare guidelines/processes are the use of the offender number as the identification number (ID) rather than a Medicare/Social Security number and no deductibles, co-pays or co-insurance applies). The ability for claims receipt (both manual – CMS format and HIPAA compliant 837electronic transaction receipt/entry), electronic claim archiving (claims scanned, date stamped and serially stamped), claims inventory control and claim retrieval, internal claims distribution and tracking, claims processing adjudication for claim payment or claim denial (both manual – CMS format and electronic HIPAA compliant 837 transactions). Contractor shall provide online eligibility file transfer capabilities for tracking offender eligibility/movement with the capability to perform daily/weekly eligibility file changes for offender movement and no additional implementation cost will be charged for eligibility file setup. Contractor shall coordinate eligibility file setup and file transfers with correctional facilities and/or facilities housing offenders as deemed necessary by DPS&C. This claims system shall include and enable Contractor to process claims both manually and electronically and ensure that all medical claims are date and serially stamped with an internal control number (ICN) and entered/scanned/OCR into an automated data processing claims system within same day of claim receipt. The ICN will uniquely identify each claim. All allowable claims to be adjudicated within 30 days of receipt by the contractor.

2. Contractor shall implement and utilize standardized CMS Medicaid/Medicare medical claims processing systems for claims adjudication. The capability to adjudicate CMS Medicaid/Medicare DRG inpatient facility claim payments, CMS Medicaid/Medicare APC consolidated outpatient, outpatient surgery, ER facility claims payments, CMS Medicaid/Medicare Long Term Care Hospital (LTCH) payments, CMS Medicaid/Medicare 1500 professional claims including physician services, lab and radiology professional interpretation services, midlevel provider services, DME, ambulance services, hearing services, physical therapy, occupational therapy and speech therapy services and other ancillary medical claims.

3. Contractor shall utilize standardized medical coding systems in the claims adjudication system, such as ICD-9 CM diagnostic coding, CPT/HCPCS medical procedural coding including all modifiers, anesthesia coding, ADA dental coding for oral surgery services, HCPCS medical coding (National Level II) for ancillary services coding.

4. Contractor shall receive and adjudicate HIPAA compliant electronic claim transactions from medical providers throughout the State of Louisiana (both facility and professional electronic HIPAA compliant transactions) and possibly from any out-of-state vendor if providing services to the target population. Contractor shall produce provider payments and associated remittance advices (both in a manual hard copy payment remittance process and in an electronic HIPAA compliant 835 remittance transaction format utilizing HIPAA compliant ANSI standard claim adjustment reason codes and accompanying remittance advice remark codes).

5. Contractor shall utilize Medicare payment review systems such as the Correct Coding Initiative (CCI), Medicare modifier payment reductions (multiple surgery, assistant at surgery, bi-lateral surgery, etc) and the application of specific Medicare medical policy payment guidelines as determined by the DPS&C Medical/Mental Health Director. Contractor shall apply various claims edits in your claims adjudication system (e.g., excluded services, duplicate claims, etc).

6. Contractor shall maintain specific and variable rate and fee schedules for each contracted provider including, but not limited to CMS Medicaid/Medicare inpatient DRG, Medicaid/Medicare Critical Access rates (inpatient and outpatient), CMS Medicaid/Medicare APC consolidated outpatient facility, outpatient surgery facility, ER facility claims payments (Medicaid/Medicare definitions apply), % of Medicaid/Medicare facility payments, Louisiana Medicaid consolidated rate schedule for transplants (both facility and professional), CMS Louisiana Medicare professional fee schedule, and Medicaid/Medicare RBRVS, % of billed charges, contractually fixed procedural facility and professional rates per CPT code arrangements and other facility rate and/or professional fee discount/fixed arrangements or other contractual terms. Contractor shall support and apply negotiated provider pricing to incoming claims as of the effective date of the provider contract and/or make payment adjustments as needed.

7. Contractor shall provide customer service to both Louisiana medical providers, correctional facilities, and DPS&C utilizing a dedicated customer service unit for the DPS&C. This DPS&C dedicated customer service unit shall respond to provider, correctional facilities, and DPS&C inquiries regarding offender eligibility, claim status and payment. This DPS&C dedicated customer service unit will have capabilities for telephone inquiry for claim status, written correspondence, offender eligibility online look-up and

HIPAA compliant 277 claim status responses should a provider submit a HIPAA compliant 276 claims status inquiry.

8. Contractor shall provide ongoing claim controls and tracking so that a claim can be identified through the adjudication system for claim location and status. Contractor shall maintain claims data files for offender claim history, claim payment history by offender, including any claim adjustments, payment refunds, etc. Contractor shall provide an online portal for claim history access for those designated by DPS&C.

9. Contractor shall maintain provider NPI numbers, provider Federal TIN numbers, Medicare Critical Access rates per facilities, Medicare fee schedules, Medicare DRG rates, Medicare DRG weighting, Medicare APC rates, offender claim history, claim payment history by offender, including any claim adjustments, payment refunds, etc.

10. Contractor shall maintain privacy and confidentiality of all medical and financial information. See Attachment B - Business Associate Agreement.

11. Contractor shall assist DPS&C Utilization Review department with coordinating review and expediting all inpatient and emergency department claims.

12. Contractor shall work with DPS&C to verify non DOC offenders in local correctional facilities.

13. Contractor shall assist DPS&C with identifying those covered persons that may be eligible for Medicaid coverage, and in identifying offenders with insurance coverage, as deemed necessary by the DPS&C.

14. Contractor shall, in cases where claim payment is not the responsibility of DPS&C, notify the provider and forward the adjudicated claim along with proper documentation including the correct payment amount as determined by DPS&C to the facility responsible for payment.

IMPLEMENTATION/TRANSITION PLAN

1. Contractor shall adhere to the implementation plan provided in their proposal.
2. Contractor shall notify providers and correctional facilities of the change in third party administrator.
3. Contractor shall obtain all claims data from previous contractor(s) as deemed necessary by DPS&C to ensure a smooth and successful transition.

REPORTING

Contractor shall provide an online reporting system for all claims received on behalf of DPS&C, including traceable history from receipt through end result of each claim.. These reports shall include utilization, financial, claim aging, medical provider (contracted providers, non-contracted providers), Medicaid/Medicare payment comparisons to % of billed charges, reports by Medicaid/Medicare DRG, APC, CPT procedural, ICD 9 CM DX, HCPCS, anesthesia, dental, other utilization and financial claim reports. The reporting system shall include ad-hoc reporting when requested by the DPS&C. The reporting system shall include:

1. Contractor shall provide claims aging/inventory level reports on a monthly basis. The monthly claims turnaround reports need to include the following indicators:

   Payment Month, Number of claims paid, Business days from claim receipt to payment, Calendar days from receipt to payment, Percent of claims paid in less than thirty (30) days, Percent of claims paid in less than sixty (60) days, Business days from receipt to claim entry, calendar days from receipt to claim entry, Percent of claims entered in one (1) business day or less, Percent of claims submitted electronic, Percent of facility claims filed electronic, Percent of professional claims filed electronic, Percent of total claims facility, Percent of total claims professional, Number of offenders/members for month, Number of claims per offender/member.

2. Contractor shall provide a monthly standard reporting package for the DPS&C by fiscal years, which captures offenders individual claim data, cost and utilization data by correctional institution/correctional center, medical care provider data (utilization and financial data, to include total utilization and total paid and total date of service claims for inpatient, outpatient, outpatient surgery, emergency room, professional claims), contracted and non-contracted provider utilization and financial data, utilization and financial data graphed (by fiscal years), large dollar claims data, top volume medical procedures by CPT coding, and any other aggregate financial and utilization experience data reports as requested by the DPS&C on an ad-hoc basis within an appropriate timely turn-around. The ability to breakdown reports provided to DPS&C by the following offender types: DPS&C offenders at DPS&C facilities, DPS&C offenders at local correctional facilities, Non DPS&C offenders at local correctional facilities, Office of Juvenile Justice offenders, Eastern Louisiana Mental Health System offenders, and any other covered persons as deemed necessary by DPS&C.

   The following listing, although not all-inclusive, is DPS&C's requested reporting package. Contractor shall have the ability to provide the DPS&C with requested ad-hoc reports in a timely manner.

   DPS&C Reports

   - **Claim Payment Details Report (matches weekly invoice)**
   - **Claim Denials Report**
   - **Claim Details for Selected Medical Provider(s)**
   - **Claim Statistics – Overall/By Medical Provider/By Institution/By Date of Service**
   - **New Inpatient Claim Information**
   - **New ER Claim Information**
   - **Inpatient Claim Statistics – Overall/By Medical Provider/By Institution/By Specialty/By Date of Service**
   - **ER Claim Statistics – Overall/By Medical Provider/By Institution/By Specialty/By Date of Service**
   - **High Cost Claims over $50,000 – By Correctional Facility**
   - **High Cost Claims over $10,000 – By Correctional Facility**
   - **Claims Pending/Approved for Medicaid**
   - **HIV Offenders Claim Payment Information**
   - **Claim Details Grouped by Doctor/Hospital Visit**
   - **Top 50 CPT Procedures by Volume**
   - **Top 50 DRG by Volume**

- **Top 50 HCPCS by Volume**
- **Top 25 Medical Providers by Cost**
- **Facility Utilization Report By Month Outpatient Surgery**
- **Facility Utilization Report By Month Outpatient Hospital**
- **Physician/Professional Utilization By Month**
- **Utilization Graphs Adult Juvenile**
- **Medicare Comparison Payment Reports**
- **Daily volume for inpatient / observations worklist/report**
- **Daily/Weekly/Monthly/Quarterly/Annual Bed Days Report**
- **Daily/Weekly/Monthly/Quarterly/Annual Admit Report**
- **Daily/Weekly/Monthly/Quarterly/Annual Denial Report**
- **Readmission Report**
- **Frequent ER Visit**
- **Non-Covered Offender (Status) Reports**
- **Hospitalizations per treating facility and/or housing facility**
- **Denial Reports**
- **Reports by diagnosis**
- **Report of all observation claims including hours of observation and claim payment detail to verify that observations are not covered beyond 30 hours**

Medical Provider Monthly Reports – Available Through Online Portal, Mailed or Sent Electronically to Providers Monthly (DPS&C will also receive all reports)

- **Claims Paid by DPS&C**
- **Claims Sent to Correctional Facilities for Payment**
- **Claims Pending Medicaid**

Correctional Facility Reports – Available Through Online Portal, Mailed or Sent Electronically to Correctional Facilities Monthly (DPS&C will also receive all reports)

- **Claims Paid by DPS&C**
- **Claims Sent to Correctional Facility for Payment**
- **Claims Pending Medicaid**

3. Ability to provide and maintain an online portal that provides real-time data and reporting for all claims received on behalf of DPS&C including traceable history from receipt through end result of each claim. The database shall include all agreed upon data elements (DPS&C requested) from the submitted and paid facility/professional claims (CMS-1500 Professional, UB-2004 Facility).

4. Ability to provide a monthly claim log financial analysis report of all paid claims data, ability to provide financial summary reports for financial analysis, including payments, refunds/adjustments, denied claims with denial reasons and other appropriate financial data.

CLAIM PAYMENT PROCEDURES

The Contractor will provide DPS&C with an invoice, with an accompanying electronic check register (claims disbursements) file, on a weekly basis showing all claims to be paid. The total of the claims to be paid on the invoice shall match the total of the claims to be paid on the file. The Contractor shall use its best efforts to forward the invoice and file to DPS&C no later than 2:00 p.m. on the billing day.

The Contractor will pay providers within 48 hours from receipt of payment from DPS&C.

ATTACHMENT III: MANDATORY COST PROPOSAL

PROPOSER must quote both a fixed monthly Administrative Fee on a per Offender per month (PIPM) basis and a Per Claim Fee to be paid by DPS&C for all services to be provided under any contract awarded pursuant to this RFP.
The fixed monthly PIPM Administrative Fee and the Per Claim Fee must be inclusive of all costs and expenses for providing the services under any contract awarded pursuant to this RFP. No additional fees, compensation, or reimbursement will be paid.

1.1.1

Fixed Monthly Administrative Fee	$	Per Offender Per Month (PIPM)

Fixed Monthly Administrative Fee	$	Per Claim

Date: _____

_____
Authorized Representative

_____
Title

ATTACHMENT IV: SIGNATURE PAGE

This proposal, together with all attachments and the fee Proposal form, is submitted on behalf of:

PROPOSER: _____

I hereby certify that:

1. This Proposal complies with all requirements of the RFP. In the event of any ambiguity or lack of clarity, the response is intended to be in compliance.

2. This Proposal was not prepared or developed using assistance or information illegally or unethically obtained.

3. I am solely responsible for this Proposal meeting the requirements of the RFP.

4. I am solely responsible for its compliance with all applicable laws and regulations to the preparation, submission and contents of this Proposal.

5. All information contained in this proposal is true and accurate.

Date: _____ _____

Authorized Representative

_____

Title

ATTACHMENT V: BOARD RESOLUTION

State of Louisiana
Parish of _____

On the _____ day of, _____ 20____, at a meeting of the Board of Directors of:

_____

with a quorum of the directors present, it was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize _____ (name and title) and is/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the Louisiana Department of Public Safety and Corrections and to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or review said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of _____ held on the day of _____, 20____.

_____ _____

President **Date**

_____ _____

Secretary **Date**

ATTACHMENT VI: INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

   Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

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

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

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

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

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

   c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

   b. 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.

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

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

D. ACCEPTABILITY OF INSURERS

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

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

E. VERIFICATION OF COVERAGE

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

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

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

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor if subcontract occurs after start date of this contract. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

ATTACHMENT VII: DISCLOSURE OF OWNERSHIP –
SECRETARY OF STATE FORM #320

Instructions:

This form is to be used when an existing corporation intends to contract with the state. This requirement does not apply to nonprofit corporations organized on a non-stock basis, any agreement entered between the state and a corporation for electric or gas service, publicly traded corporations, or state chartered banks

You will receive a copy marked Received and filed by the Secretary of State. You may furnish a photostatic copy of the filed form to the appropriate state agency.

This form must be completed and filed with the Secretary of State, Corporations Division, unless you meet one of the following exemptions:

- ☐ **PRIVATE, NON-PROFIT CORPORATION**
- ☐ **SOLE PROPRIETORSHIP**
- ☐ **LIMITED LIABILITY CORPORATION (LLC)**

To file a Disclosure of Ownership with the Louisiana Secretary of State, you must complete Form 320; enclose $20.00 filing fee payable to the Secretary of State and mail to the Corporations Division, P. O. Box 94125, Baton Rouge, LA 70804-9125.

The phone number for further information is 225-925-4704.

ATTACHMENT VIII: BUSINESS ASSOCIATE ADDENDUM

State of Louisiana
Department of Public Safety and Corrections
Corrections Services (DPS&C)

I. Definitions

a) "Administrative Safeguards" shall mean administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the covered entity's workforce in relation to the protection of that information., as more particularly set forth in 45 CFR § 164.308.
b) "Agreement" shall mean the agreement between Business Associate and DPS&C, dated _____, 20___, pursuant to which Business Associate is to provide certain services to DPS&C involving the use or disclosure of PHI, as defined below.
c) "ARRA" shall mean the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
d) "Business Associate" shall mean _____ _____.
e) "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of DPS&C.
f) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
g) "HIPAA Regulations" shall mean the Privacy Rule, the Security Rule, and the regulations promulgated pursuant to ARRA.
h) "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
i) "DPS&C" shall mean the State of Louisiana, Department of Public Safety and Corrections, Corrections Services, which is a covered entity under HIPAA, ARRA and the HIPAA Regulations, as defined below.
j) "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of DPS&C.
k) "Physical Safeguards" shall mean physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion as more particularly set forth in 45 CFR § 164.310.
l) "Privacy Rule" shall mean the regulations promulgated pursuant to HIPAA regarding Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, Subparts A and E.
m) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
n) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
o) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.

p) "Security Rule" shall mean the regulations promulgated pursuant to HIPAA regarding Security Standards for Electronic Protected Health Information at 45 CFR, Part 160 and Part 164, Subparts A and C.
q) "Technical Safeguards" shall mean the technology and the policy and procedures for its use that protect electronic protected health information and control access to it, as more particularly set forth in 45 CFR § 164.312.
r) Any other terms used in this Addendum that are not defined herein but are defined in the HIPAA Regulations or ARRA shall have the same meaning as given in the HIPAA Regulations or ARRA.

II. Obligations and Activities of Business Associate

a) Business associate agrees to comply with DPS&C policies and procedures regarding the use and disclosure of PHI.
b) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Addendum, or as Required by Law.
c) Business Associate agrees to limit all requests to DPS&C for PHI to the minimum information necessary for Business Associate to perform functions, activities, or services for or on behalf of DPS&C as specified in the Agreement.
d) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.
e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
f) Business Associate agrees to report to DPS&C any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware. Such report shall be made within two (2) business days of Business Associate learning of such use or disclosure.
g) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of, DPS&C agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information. However, Business Associate shall not enter into any subcontractor or other agency relationship with any third party that involves use or disclosure of such PHI without the advance written consent of DPS&C.
h) Business Associate agrees to provide access, at the request of DPS&C, and in the time and manner designated by DPS&C, to PHI maintained by Business Associate in a Designated Record Set, to DPS&C or, as directed by DPS&C, to an Individual in order to meet the requirements under 45 CFR § 164.524.
i) Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that DPS&C directs or agrees to pursuant to 45 CFR § 164.526 at the request of DPS&C or an Individual, and in the time and manner designated by DPS&C.
j) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, DPS&C available to DPS&C, or at the request of DPS&C to the Secretary, in a time and manner designated by DPS&C or the Secretary, for purposes of the Secretary determining DPS&C's compliance with the HIPAA Regulations an ARRA.
k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for DPS&C to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
l) Business Associate agrees to provide to DPS&C or an Individual, in a time and manner designated by DPS&C, information collected in accordance with Section II.j of this

Addendum, to permit DPS&C to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

m) At any time(s) requested by DPS&C, Business Associate agrees to return to DPS&C or destroy such PHI in its possession as directed by DPS&C.

n) Business Associate shall defend and indemnify DPS&C from and against any and all claims, costs, and/or damages arising from a breach by Business Associate of any of its obligations under this Addendum. Any limitation of liability provision set forth in the Agreement, including but not limited to any cap on direct damage liability and any disclaimer of liability for any consequential, indirect, punitive, or other specified types of damages, shall not apply to the defense and indemnification obligation contained in this Addendum.

o) Business Associate shall immediately notify DPS&C when Business Associate receives a subpoena related to PHI and shall cooperate with DPS&C, at DPS&C's expense, in any attempt to obtain a protective order. Business Associate shall immediately notify DPS&C when Business Associate discloses PHI in response to a subpoena. Such notice shall include all information that would be required for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

p) Business Associate shall:
   1. Implement and document Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of DPS&C, specifically including, but not limited to, the following:
      i) Ensuring the confidentiality, integrity, and availability of all ePHI that it creates, receives, maintains, or transmits on behalf of DPS&C;
      ii) Protecting against any reasonably anticipated threats or hazards to the security or integrity of such information;
      iii) Protecting against any reasonably anticipated uses or disclosures of such information that are not permitted or required by this Addendum or Required by Law; and
      iv) Ensuring compliance with these requirements by its workforce;
   2. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect it;
   3. Report to DPS&C any Security Incident of which it becomes aware. If no Security Incidents are reported, Business Associate shall certify to DPS&C in writing within ten (10) days of each anniversary date of the Agreement that there have been no Security Incidents during the previous twelve months.

q) Business Associate shall not permit PHI to be disclosed to or used by any individual or entity outside of the territorial and jurisdictional limits of the fifty United States of America.

r) Business Associate shall report to DPS&C any unauthorized acquisition, access, use or disclosure of PHI by Business Associate or its workforce or subcontractors immediately, but no later than five (5) business days after discovery or the date the breach should have been known to have occurred, and include with that report the remedial action taken or proposed to be taken with respect to such use or disclosure and account for such disclosure. Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) of any security or privacy breach reported by Business Associate to DPS&C.

s) In the event of a breach of PHI, Business Associate shall provide a report to DPS&C including the date the breach was discovered, the plan participant(s) name(s), contact information, nature/cause of the breach, PHI breached and the date or period of time during which the breach occurred. Business Associate understands that such a report

must be provided to DPS&C immediately but no later than five (5) business dates from the date of the breach or the date the breach should have been known to have occurred.

III. Permitted Uses and Disclosures by Business Associate

a) Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of DPS&C as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by DPS&C or the minimum necessary policies and procedures of DPS&C.
b) Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
c) Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person promptly notifies the Business Associate of any known instances of breach of the confidentiality of the PHI.
d) Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to DPS&C as permitted by 45 CFR § 164.504(e)(2)(i)(B), provided that such services are contemplated by the Agreement.
e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).
f) Business Associate may not use PHI to make any communications about a product or service that encourages recipients of the communication to purchase or use the product or service unless the communication is made as described in subparagraph (i), (ii) or (iii) of the definition of "Marketing" in 45 CFR 164.501. Such communication must be permitted under and consistent with the Agreement, including this Addendum.

IV. Obligations and Activities of DPS&C

a) With the exception of Data Aggregation services as permitted by 45 CFR § 164.504(e)(2)(i)(B), DPS&C shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by DPS&C.
b) DPS&C shall notify Business Associate of any limitation(s) in DPS&C's Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
c) DPS&C shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use or disclosure of PHI.
d) DPS&C shall notify Business Associate of any restriction to the use or disclosure of PHI that DPS&C has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.

V. Term and Termination

a) Term. The Term of this Addendum shall commence on the effective date set forth below, and shall terminate when all of the PHI provided by DPS&C to Business Associate, or created or received by Business Associate on behalf of DPS&C, is destroyed or returned to DPS&C, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b) Termination of Agreement for Cause. In the event that DPS&C learns of a material breach of this Addendum by Business Associate, DPS&C shall, in its discretion:
   1. Provide a reasonable opportunity for Business Associate to cure the breach to DPS&C's satisfaction. If Business Associate does not cure the breach within the time specified by DPS&C, DPS&C may terminate the Agreement for cause; or
   2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
   3. If neither termination nor cure is feasible, DPS&C may report the violation to the Secretary.

c) Effect of Termination.
   1. Except as provided in paragraph (2) below, upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from DPS&C, or created or received by Business Associate on behalf of DPS&C. Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
   2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to DPS&C written notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

VI. Miscellaneous

a) A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

b) The parties agree to amend this Addendum from time to time as necessary for DPS&C to comply with the requirements of HIPAA, ARRA and the HIPAA Regulations.

c) If applicable, the obligations of Business Associate under Section V.c.2 of this Addendum shall survive the termination of this Addendum.

d) Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits DPS&C to comply with HIPAA, ARRA and the HIPAA Regulations. It is the intent of the parties that neither this Addendum, nor any provision in this Addendum, shall be construed against either party pursuant to the common law rule of construction against the drafter.

e) Except as expressly stated herein, the parties to this Addendum do not intend to create any rights in any third parties. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

f) In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will control, with the exception that if the

Agreement contains any provisions relating to the use or disclosure of PHI that are more protective of the confidentiality of PHI than the provisions of this Addendum, then the more protective provisions will control. The provisions of this Addendum are intended to establish the minimum limitations on Business Associate's use and disclosure of PHI.

g) The terms of this Addendum shall be construed in light of any applicable interpretation or guidance on HIPAA, ARRA and/or the HIPAA Regulations issued from time to time by the Department of Health and Human Services or the Office for Civil Rights.
h) This Addendum may be modified or amended only by a writing signed by the party against which enforcement is sought.
i) Neither this Addendum nor any rights or obligations hereunder may be transferred or assigned by one party without the other party's prior written consent, and any attempt to the contrary shall be void. Consent to any proposed transfer or assignment may be withheld by either party for any or no reason.
j) Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.
k) For matters involving the HIPAA, ARRA and the HIPAA Regulations, this Addendum and the Agreement will be governed by the laws of the State of Louisiana, without giving effect to choice of law principles.

In witness whereof, the parties have executed this Addendum through their duly authorized representatives. This Addendum shall be effective as of the _____ day of _____, 20_____.

State of Louisiana, **Department of Public Safety and** **Corrections, Corrections Services**	**CONTRACTOR**
By:_____	**By:**_____
Name: James M. LeBlanc	**Name:**_____
Title: Secretary	**Title:**_____