State of Louisiana

Louisiana Department of Health
Bureau of Health Services Financing

Health Plan Management

REQUEST FOR PROPOSALS

For

ENROLLMENT BROKER

RFP # 3000007649

Proposal Due Date/Time: October 23, 2017 4:00pm CT

Release Date: September 21, 2017

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Glossary

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

Term	Definition
Abandonment rate	The percentage of inbound phone calls made to the customer service unit that are abandoned by the customer before speaking to an agent. It is calculated as abandoned calls divided by total inbound calls (in percent).
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
ANSI ASC X12 834	The standard adopted for electronic exchange of individual, subscriber, and dependent enrollment and maintenance information with health plans, either directly or through a vendor, such as a health care clearinghouse. In some instances, this transaction may be used also to exchange enrollment and maintenance information with healthcare providers or between health plans and healthcare providers.
Automatic Assignment	The process utilized to enroll a Medicaid beneficiary into a managed care organization (MCO) using a predetermined algorithm who (1) is not excluded from MCO participation and (2) does not proactively select an MCO at the time of application.
Beneficiary	An individual who is eligible for Louisiana Medicaid. A beneficiary may receive Medicaid via fee-for-service and/or managed care.
Beneficiary Support System	System that provides support to beneficiaries both prior to and after enrollment in an MCO.
Bureau of Health Services Financing (BHSF)	The agency within the Louisiana Department of Health, Office of Management & Finance that is designated as Louisiana's single state Medicaid agency to administer the Medicaid program.
Business Day	Monday, Tuesday, Wednesday, Thursday and Friday, excluding Louisiana State designated holidays.
Calendar Day	All seven (7) days of the week. Unless otherwise specified, the term "days" in this RFP refers to calendar days.
Can/Should/May	Denotes an allowable activity, but not a mandatory requirement.
Cause	Specified reasons that allow mandatorily enrolled MCO beneficiaries to change their MCO choice. Term may also be referred to as "good cause."
Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children's Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
CHIP	Children's Health Insurance Program created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.
Choice Counseling	The provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into a specific managed care plan.
Complaint	Any communication an enrollee has in which displeasure is expressed.
Contractor	Any person having a contract with a governmental body; the selected proposer.
Corrective Action Plan (CAP)	A plan developed by the enrollment broker or MCO that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency.
Customer Service Unit	A component of the beneficiary support system physically located within the United States which is sufficiently staffed with customer service representatives who have adequate

	knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered programs, whose function is to provide enrollment services via telephone, computer, or other electronic means.
Department	The Louisiana Department of Health.
Disenrollment	Action taken by LDH or its designee to remove a Medicaid MCO enrollee from the MCO following the receipt and approval of a request for disenrollment, or a determination made by LDH or its designee that the enrollee is no longer eligible for Medicaid or enrollment in the MCO Program.
Enrollee	A Medicaid beneficiary who is currently enrolled in a managed care plan in the Louisiana Medicaid program. For marketing and education materials, or other informational materials provided to the enrollee, the term "member" may be used.
Enrollment	The process conducted by the enrollment broker by which a Medicaid or CHIP beneficiary becomes an enrollee of a MCO.
Enrollment Activities	Activities such as but not limited to distributing, collecting, and processing enrollment materials and taking enrollments by phone or in person.
Enrollment Broker	The State's contracted agent that performs enrollment services.
Enrollment Services	Activities such as distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication, and choice counseling.
Grievance	An expression of dissatisfaction about any matter other than an adverse benefit determination Examples of grievances include dissatisfaction with quality of care, quality of service, rudeness of a provider or a network employee, and network administration practices. Administrative grievances are generally those relating to dissatisfaction with the delivery of administrative services, coverage, and access to care.
Key Staff	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the contractor's entity either directly or indirectly.
Limited English proficient	Potential enrollees and enrollees who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English and may be eligible to receive language assistance.
Liquidated Damages	Monetary penalties that may be assessed whenever the Contractor and/or its subcontractors fails to achieve certain performance standards and other requirements defined in the terms and conditions of the RFP.
Louisiana Department of Health (LDH)	The state department responsible for promoting and protecting health and ensuring access to medical, preventive and rehabilitative services for all citizens in the state of Louisiana. Also referred to as the Department.
Louisiana Medicaid State Plan	The binding written agreement between LDH and CMS which describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
Louisiana Medicaid managed care program	Louisiana Medicaid managed care program is the way most of Louisiana's Medicaid and LaCHIP beneficiaries receive all health care services (acute, primary, behavioral health) except dental. The overriding goal is to encourage enrollees to own their own health and the health of their families. In Louisiana, Medicaid beneficiaries enroll in a health plan. These plans differ from one another in several ways, including their provider networks, referral policies, health management programs and extra services and incentives offered. Each of these plans is accountable to the Department of Health (LDH) and the State of Louisiana.
Managed Care Organization (MCO)	A private entity that contracts with LDH to provide core benefits and services to Louisiana Medicaid MCO program enrollees in exchange for a monthly prepaid capitated amount per member. The entity is regulated by the Louisiana Department of Insurance with respect to licensure and financial solvency, pursuant to La.R.S. 22:1016, but shall, solely with respect to its products and services offered pursuant to the Louisiana Medicaid program, be regulated by the Louisiana Department of Health.

Medicaid Eligibility Data System (MEDS)	The ADABAS Data System responsible for capturing, maintaining, and transmitting Medicaid eligibility. The MEDS system is vital to LDH to ensure established Medicaid eligibility is available for enrollees to receive services in a timely manner. The MEDS system is responsible for transmitting the Medicaid eligibility data to LDH's Fiscal Intermediary on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services performed.
Member	As it relates to this RFP, refers to a Medicaid enrollee. For marketing and education materials, or other informational materials provided to the enrollee, the term "member" may be used
Member Month	A calendar month of coverage for a Medicaid beneficiary who is enrolled in an MCO.
Must/Shall/Will	Denotes a mandatory requirement.
Occurrence	Each instance of a late, incorrect or deficient deliverable.
Open Enrollment	The period of time when an enrollee may change MCOs without cause (once every twelve months after initial enrollment).
Original	Denotes must be signed in ink.
Per Member Per Month (PMPM)	The per-member, per-month rate of payment paid to the enrollment broker by LDH for the provision of enrollment broker services. The PMPM shall be based on the total number of members included on the monthly reconciliation Member Enrollment File (filename ANSI ASC X12 834).
Potential Enrollee	A Medicaid beneficiary who is subject to mandatory enrollment or who may voluntarily elect to enroll in a MCO, but is not yet an enrollee of a specific MCO.
Prevalent	A non-English language determined to be spoken by a significant number or percentage of potential enrollees and enrollees that are limited English proficient.
Procurement Library	A repository of manuals, statutes, rules and other reference materials referred to in this RFP available in electronic format and accessible at http://ldh.la.gov/index.cfm/page/2413
Proposer	Entity or company seeking a contract to provide stated deliverables and services identified within a RFP document.
Provider-beneficiary Relationship	An ''existing provider-beneficiary relationship'' is one in which the provider was a main source of Medicaid services for the beneficiary during the previous year. This may be established through State records of previous managed care enrollment or FFS experience, encounter data, or through contact with the beneficiary.
Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
Readily accessible	Electronic information and services which comply with modern accessibility standards such as section 508 guidelines, section 504 of the Rehabilitation Act, and W3C's Web Content Accessibility Guidelines (WCAG) 2.0 AA and successor versions.
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
State	State of Louisiana
Subcontractor	Any entity that contracts directly with the Contractor for the performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.
TTY/TTD	Telephone Typewriter and Telecommunication Device for the Deaf, which allows for interpreter capability for deaf callers.
Validation	The review of information, data, and procedures to determine the extent to which data is accurate, reliable, free from bias and in accord with standards for data collection and analysis.
Vendor	Any entity that contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for

	any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.

Acronyms

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

1 GENERAL INFORMATION

1.1. Background

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

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

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

1.1.4 In Louisiana, Medicaid is administered by BHSF. Medicaid provides medical benefits to low-income individuals and families. Although the federal government establishes the general rules for Medicaid, specific requirements are established by each state. In Louisiana, over 1.5 million residents receive healthcare coverage through Medicaid. Medicaid is funded by both the Federal and State Government and covers a wide range of services, including physicians, hospitals, nursing homes, and Home and Community-Based Services (HCBS). BHSF retains administrative authority for all Medicaid programs, services and waivers.

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

1.2 Overview of Medicaid Managed Care System

1.2.1 In 2012, Louisiana implemented a managed care delivery model designed to improve health outcomes and contain costs through coordination of acute care, specialized behavioral health and medical transportation services for Medicaid beneficiaries. Louisiana Medicaid managed care program also provides specialized behavioral health and medical transportation for an additional 103,000 Medicaid beneficiaries. In 2016, Louisiana implemented the expansion of Medicaid eligibility under the Patient Protection and Affordable Care Act. As of January 2017, there were 1,562,504 Louisiana Medicaid enrollees. The Louisiana Medicaid managed care program is a full risk-bearing, Managed Care Organization (MCO) health care delivery system currently comprised of five MCOs. In Louisiana Medicaid managed care program, enrollees are able to choose a health plan that best suits the needs of the enrollee and their family.

1.2.2 Enrollment services for Medicaid managed care systems are provided by an enrollment broker. The enrollment broker is the primary contact for Medicaid enrollees and potential enrollees and provides unbiased enrollment services to assist beneficiaries in their selection of a suitable health plan. The enrollment broker is responsible for the enrollment and

disenrollment process and serves as an impartial conduit managing the linkage between enrollee and MCO.

1.2.3 Currently, LDH staff establishes and determines Medicaid financial eligibility for individuals and provides that information to the enrollment broker via LDH's Fiscal Intermediary. The enrollment broker has no role in establishing or determining Medicaid eligibility. Eligibility questions from consumers are referred to LDH. Medicaid eligibility requirements and included populations are available at www.ldh.louisiana.gov.

1.3 Purpose

1.3.1 The purpose of this RFP is to solicit proposals from qualified Proposers to provide comprehensive enrollment services. LDH seeks to obtain the services of an enrollment broker for the operation and maintenance of a statewide enrollment system with full functionality to comply with the specifications detailed in this RFP.

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

1.3.1.1 Implement and perform enrollment services such as developing, distributing, collecting, and processing enrollment materials and taking enrollments by phone, in person, or through electronic methods of communication.

1.3.1.2 Implement an efficient and cost-effective automated enrollment and disenrollment process.

1.3.1.3 Implement and maintain automated systems to collect and report data, and communicate and transfer data among MCOs, LDH, LDH's fiscal intermediary, and/or LDH's Medicaid eligibility systems.

1.3.1.4 Develop, implement, and maintain a beneficiary support system that provides support to beneficiaries both prior to, and after, enrollment in a MCO. Provide a customer service unit that utilizes telephony infrastructure and qualified staff to respond to inquiries regarding all aspects of managed care programs under the purview of LDH.

1.3.1.5 Implement and perform choice counseling by providing information designed to assist beneficiaries in making enrollment decisions. Choice counseling includes answering questions and identifying factors to consider when choosing among managed care plans.

1.4 Invitation to Propose

1.4.1 LDH Health Plan Management Section invites qualified Proposers to submit proposals to provide comprehensive enrollment broker and beneficiary support services, including but not limited to choice counseling, enrollment, disenrollment and transfer capabilities, and a customer service unit, in accordance with the specifications and conditions set forth herein.

1.5 Qualifications to Propose

1.5.1 Mandatory Qualifications

1.5.1.1 To be considered for award, Proposers must meet and demonstrate the following minimum mandatory qualifications:

1.5.1.1.1 Have a minimum of three (3) years of experience in providing enrollment broker services for a Medicaid program prior to the deadline for receipt of proposals. The services must include, but are not limited to, choice counseling, enrollment, disenrollment and transfer capabilities, and customer service operations.

1.5.1.1.2 Have a minimum of three (3) years of experience in analysis, collections, reporting, and storage of data for participants in Medicaid managed care programs prior to the deadline for receipt of proposals.

1.5.1.1.3 Be located inside the continental United States.

1.5.2 Preferred Qualifications

1.5.2.1 It is preferred, though not mandatory, that Proposers meet the following qualifications:

1.5.2.1.1 Have a minimum of five (5) years of experience in providing enrollment broker services for a Medicaid program prior to the deadline for receipt of proposals. The services shouldinclude, but are not limited to, choice counseling, enrollment, disenrollment and transfer capabilities, and customer service operations.

1.5.2.1.2 Have a minimum of five (5) years of experience in analysis, collections, reporting, and storage of data for participants in Medicaid managed care programs prior to the deadline for receipt of proposals.

1.5.2.1.3 Have a Project Director located in Baton Rouge, Louisiana, who can be present for onsite meetings at LDH headquarters at the Bienville Building in Baton Rouge within twenty-four (24) hours' notice.

1.6 RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, LDH shall post addenda, supplements, and/or amendments for access by all potential Proposers at the following web address:
https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

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

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

2 ADMINISTRATIVE INFORMATION

2.1 RFP Coordinator

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

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

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

2.2 Blackout Period

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

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

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

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

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

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

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

2.2.5.3 Oral presentations during the evaluation process; or

2.2.5.4 Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

2.2.6 This RFP is available in PDF at the following web links:

https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

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

2.3 Proposer Inquiries

2.3.1 Written inquiries regarding the requirements of the RFP Scope of Services must be submitted to the RFP Coordinator as listed in Section 2.1. LDH will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. To be considered, written inquiries must be received by email by the date and time specified in the Schedule of Events. LDH reserves the right to modify the RFP should a change be identified that is in the best interest of LDH.

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

https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

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

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

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

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

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

2.4 Pre-Proposal Conference

Not required for this RFP.

2.5 Schedule of Events

LDH reserves the right to deviate from this Schedule of Events.

Schedule of Events	
Public Notice of RFP	Thursday, September 21, 2017
Deadline for Receipt of Written Questions	Monday, October 2, 2017, 4:00 p.m. CT
Response to Written Questions	Monday, October 9, 2017
Deadline for Receipt of Written Proposals	Monday, October 23, 2017, 4:00 p.m. CT
Contract Award Announced	Monday, November 13, 2017
Contract Negotiations Begin	Tuesday, November 14, 2017
Contract Begins	Thursday, February 1, 2018

3 SCOPE OF WORK

3.1 Project Overview

3.1.1 *Enrollment Broker Services*

3.1.1.1 The Contractor shall provide LDH with comprehensive enrollment broker and beneficiary support services in accordance with the specifications set forth herein.

3.1.1.2 For purposes of this RFP, enrollment broker services include "enrollment services" as defined in 42 CFR §438.810(a), as well as related services described in this RFP, whether or not such services are within the scope of enrollment services as defined in federal regulations. As used in this RFP, "enrollment broker" means an individual or entity that performs enrollment services, which includes but is not limited to distributing, collecting, and processing enrollments by phone, in person, or through electronic methods of communication; choice counseling; and beneficiary support services.

3.1.1.3 In accordance with 42 CFR §438.810(b)(1) et seq., the enrollment broker and its subcontractors shall be independent of any MCO or other health care provider in the State, and free from conflict of interest.

3.1.1.3.1 The Contractor or subcontractor is not considered independent if it:

3.1.1.3.1.1 Is a MCO entity or other health care provider in the State;

3.1.1.3.1.2 is owned or controlled by a MCO or other health care provider in the State; or

3.1.1.3.1.3 owns or controls a MCO or other healthcare provider in the State.

3.1.1.3.2 The Contractor or subcontractor is not considered free from conflict of interest if any person who is the owner, employee, or consultant of the Contractor or subcontractor or has any contract with them:

3.1.1.3.2.1 Has any direct or indirect financial interest in any entity or healthcare provider that furnishes services in the State;

3.1.1.3.2.2 Has been excluded from participation under Title XVIII or XIX of the Social Security Act;

3.1.1.3.2.3 Has been debarred by any Federal agency; or

3.1.1.3.2.4 Has been, or is now, subject to civil monetary penalties under the Social Security Act.

3.1.1.4 At a minimum, the Contractor will:

3.1.1.4.1 perform all functions directly related to the enrollment and disenrollment of beneficiaries with the managed care system;

3.1.1.4.2 ensure that enrollees and potential enrollees receive timely and adequate information and education;

3.1.1.4.3 ensure enrollees and/or authorized representatives receive choice counseling that is accessible in multiple ways, including phone, internet, in-person, and via auxiliary aids and services when requested related to managed care delivery systems; and

3.1.1.4.4 create and provide enrollee education and enrollment information.

3.1.1.5 Additional Medicaid eligibility groups may be added upon approval from the Centers for Medicare and Medicaid Services (CMS) and/or LDH. Regardless of the number of enrollees, the per member per month (PMPM) payment to the enrollment broker shall be the same.

3.2 Deliverables

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

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

3.2.2.1 ***Reporting***

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

3.2.2.2 ***Auditing***

The Contractor shall perform SSAE 16 SOC 2 Type II audits throughout the course of the contract. LDH will approve audit schedules and the mechanisms by which these will be completed.

The State, CMS, the Office of the Inspector General, and their designees may, at any time, inspect and audit any records or documents of the contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities and equipment where Medicaid-related activities or work is conducted. The right to audit under 42 CFR §483.3 exists for ten years from the final date of the contract period or from the date of completion of any audit, whichever is later.

3.2.2.3 ***Monitoring***

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

3.2.3 ***General Requirements***

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

3.2.3.2 The Contractor shall:

3.2.3.2.1 Assist all beneficiaries throughout the State of Louisiana with enrollment into MCOs or alternative Medicaid managed care programs.

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

3.2.3.2.3 Maintain the secure automated systems necessary for all of the functional areas while supporting managed care enrollees and potential enrollees, including resources such as provider listings for the MCOs and for any alternative managed care system.

3.2.3.2.4 Electronically process enrollments and disenrollments both retroactively and prospectively from an MCO as necessary, based on eligibility or at the request of LDH.

3.2.3.2.5 Serve as a centralized repository for managed care enrollment data with the ability to electronically:

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

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

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

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

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

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

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

3.2.3.2.9 Develop and provide accurate enrollment materials to potential enrollees and enrollees that contains information to assist in the selection of a managed care program, as specified and approved by LDH.

3.2.3.2.10 Ensure that approved enrollment materials are available and accessible to all populations, including individuals who have limited reading comprehension and/or who are non-English speaking, as specified by LDH.

3.2.3.2.11 Establish a customer service unit within the continental United States to support enrollment broker and support services inquiries. Customer Service Representatives must be capable of handling and responding to inquiries regarding all aspects of managed care programs and related services provided by LDH.

3.2.3.2.12 Coordinate and collaborate with LDH to ensure beneficiaries are informed, educated and provided the assistance required to select an appropriate MCO in the manner of their choosing (choice counseling).

3.2.3.2.13 Have an effective, LDH-approved plan in the event of a MCO contract termination and explain the plan to enrollees and potential enrollees in materials in accordance with 42 CFR § 438.10.

3.2.3.2.14 Comply with the informational requirements of 42 CFR §438.10 to ensure that before enrolling, the potential enrollee receives from the enrollment broker, the accurate oral and written information he or she needs to make an informed decision. This information shall be provided in accordance with Social Security Act §1932 and 42 CFR §438.104, in an objective, non-biased fashion that neither favors nor discriminates against any managed care organization. LDH reserves the right to delegate the performance of these informational functions to the MCOs pursuant to 42 CFR §438.6, 42 CFR §438.10, and 42 CFR §438.100.

3.2.3.2.15 Comply with all rules and regulations concerning enrollment and disenrollment procedures, including but not limited to: notification requirements concerning

disenrollment rights, enrollment rights, and right to request and obtain information concerning enrollment/disenrollment and provide such information within the timeframe specified by LDH.

3.2.3.2.16 Adhere to all Medicaid State and Federal rules, regulations, policies and procedures regarding enrollment and disenrollment. The aforementioned may be found at http://ldh.la.gov/index.cfm/page/2413

3.2.3.2.17 Provide to LDH, the Fiscal Intermediary, and MCOs a comprehensive on-call operation with availability twenty-four (24) hours a day, seven (7) days a week for file exchange and/or transfer matters.

3.2.3.2.18 Provide to LDH and its designees a direct comprehensive help desk operation with availability from 7:00 a.m. to 5:00 p.m. Central Time, excluding Louisiana state holidays.

3.2.4 *Programmatic Requirements for Enrollment Broker Services*

The enrollment process shall include, at a minimum, policies, procedures, and electronic processes that address providing, collecting, and processing enrollments and disenrollments both retroactively and prospectively, and ancillary materials. (Visit www.ldh.louisiana.gov for MCO eligibility, enrollment and disenrollment requirements).

3.2.4.1 *Enrollment System*

3.2.4.1.1 The Contractor will provide an enrollment system for Louisiana Medicaid managed care program beneficiaries, voluntary and mandatory, as appropriate.

3.2.4.1.2 ***Enrollment Discrimination Prohibited***

3.2.4.1.2.1 The Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction, unless authorized by CMS.

3.2.4.1.2.2 Enrollment is voluntary, except in the case of mandatory enrollment programs that meet the conditions set forth in 42 CFR § 438.50(a).

3.2.4.1.2.3 The Contractor shall not, on the basis of health status or need for healthcare services, discriminate against individuals eligible to enroll.

3.2.4.1.2.4 The Contractor shall not discriminate against individuals eligible to enroll on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and shall not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability.

3.2.4.1.3 ***Enrollee Rights and Protections***

3.2.4.1.3.1 The Contractor shall comply with all applicable Federal and State laws that pertain to enrollee rights, and ensure that its employees and subcontractors observe and protect those rights.

3.2.4.1.3.2 The Contractor must ensure that each enrollee is guaranteed the following rights:

3.2.4.1.3.2.1 Receive information in accordance with 42 CFR § 438.10;

3.2.4.1.3.2.2 Be treated with respect and with due consideration for his or her dignity and privacy; and

3.2.4.1.3.2.3 Receive information presented in a manner appropriate to the enrollee's condition and ability to understand.

3.2.4.1.3.3 The Contractor must ensure that each enrollee is free to exercise his or her rights, and that the exercise of those rights does not affect adversely the way the Contractor treats the enrollee.

3.2.4.1.4 ***Access and Cultural Considerations***

3.2.4.1.4.1 The Contractor shall promote access and deliver services in a culturally competent manner to all enrollees and potential enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

3.2.4.1.5 ***Confidentiality***

3.2.4.1.5.1 The Contractor shall, for any health and enrollment information that identifies a particular enrollee, use and disclose such individually identifiable health information in accordance with the privacy requirements in 45 CFR parts 160 and 164, subparts A and E, to the extent applicable.

3.2.4.1.6 ***Limitations on Enrollment***

3.2.4.1.6.1 The Contractor shall not require the following groups specified in 42 CFR §438.50(d) to enroll in a managed care program:

3.2.4.1.6.1.1 Beneficiaries who are also eligible for Medicare;

3.2.4.1.6.1.2 Indians as defined in 42 CFR §438.14(a), except as permitted under 42 CFR §438.14(d); and

3.2.4.1.6.1.3 Children under 19 years of age who are:

3.2.4.1.6.1.3.1 Eligible for SSI under Title XVI;

3.2.4.1.6.1.3.2 Eligible under section 1902 (e)(3) of the Social Security Act;

3.2.4.1.6.1.3.3 In foster care or other out-of-home placement;

3.2.4.1.6.1.3.4 Receiving foster care or adoption assistance; or

3.2.4.1.6.1.3.5 Receiving services through a family-centered, community-based coordinated care system and is defined by the State.

3.2.4.1.7 ***Voluntary Managed Care Enrollment Process***

3.2.4.1.7.1 Voluntary managed care populations are those where one or more groups of beneficiaries have the option to enroll in a managed care plan or remain enrolled in fee-for-service (FFS) to receive Medicaid covered benefits.

3.2.4.1.7.2 Potential enrollees are provided an enrollment choice option at the time of Medicaid eligibility application wherein they may make an active choice of an MCO before enrollment is effectuated.

3.2.4.1.7.3 Contractor must implement an automated enrollment system that includes the following features:

3.2.4.1.7.3.1 Upon eligibility determination, accepts a potential enrollee's active choice of the managed care delivery system and MCO;

3.2.4.1.7.3.2 Gives potential enrollees the opportunity to elect to receive covered services through the managed care or fee-for-service (FFS) delivery system. If the potential enrollee elects to receive covered services through the managed care delivery system, the potential enrollee may then also select a MCO;

3.2.4.1.7.3.3 If the potential enrollee does not make an active choice of delivery system during the eligibility application, then the potential enrollee will continue to receive covered services through the FFS delivery system.

3.2.4.1.7.3.4 Employs an auto-assignment enrollment process, developed and approved by LDH, in which a beneficiary who does not make an active MCO choice, if selecting the managed care delivery system, is enrolled into a MCO and simultaneously provided a 90-day period of time for the enrollee to accept the MCO selected for them, select a different MCO, or elect to receive covered services through the FFS delivery system, as eligibility dictates.

3.2.4.1.7.3.5 If the potential enrollee does not make an active choice of an MCO after selecting the managed care delivery system during the 90-day period, the potential enrollee will remain enrolled with the MCO selected by the auto-assignment enrollment process.

3.2.4.1.7.4 The Contractor must develop and provide informational notices to each potential enrollee at the time the potential enrollee first becomes eligible to enroll in a managed care program and within a timeframe that enables the potential enrollee to use the information in choosing among available delivery system and/or managed care organization options. The notices must be approved by LDH and:

3.2.4.1.7.4.1 Clearly explain the implications to the potential enrollee of: not making an active choice between managed care and FFS; selecting a different MCO; and accepting the MCO selected by auto-assignment enrollment;

3.2.4.1.7.4.2 Identify the MCOs available to the potential enrollee should they elect the managed care delivery system;

3.2.4.1.7.4.3 Provide a comparison of the MCOs available;

3.2.4.1.7.4.4 Provide clear instructions for how to make known the enrollee's selection of the FFS delivery system or a MCO;

3.2.4.1.7.4.5 Provide a comprehensive explanation of the 90 day without cause disenrollment period, and all other disenrollment options as specified in 42 CFR §438.56;

3.2.4.1.7.4.6 Include a business reply by mail envelope, if applicable;

3.2.4.1.7.4.7 Include the contact information for the beneficiary support system; and

3.2.4.1.7.4.8 Comply with information requirements.

3.2.4.1.7.5 The Contractor must provide informational notices in hard copy form to Medicaid Eligibility offices so that potential enrollees who attend a face-to-face meeting at any Medicaid Eligibility office can take the informational kit home to review or discuss their options with other family members.

3.2.4.1.7.6 The enrollment system must provide that beneficiaries already enrolled in a MCO are given priority to continue that enrollment if the MCO does not have the capacity to accept all those seeking enrollment under the program.

3.2.4.1.8 ***Mandatory Managed Care Enrollment Process***

3.2.4.1.8.1 Mandatory managed care populations are those where one or more groups of beneficiaries must enroll in a MCO to receive covered Medicaid benefits.

3.2.4.1.8.2 Potential enrollees are provided an enrollment choice option at the time of Medicaid eligibility application, wherein they may make an active choice of an MCO before enrollment is effectuated.

3.2.4.1.8.3 Contractor must implement an automated enrollment system that includes the following features:

3.2.4.1.8.3.1 Upon eligibility determination, accepts a potential enrollee's active choice of an MCO.

3.2.4.1.8.3.2 If the potential enrollee does not make an active choice of MCO during the eligibility application process, the potential enrollee will be enrolled into a MCO selected by the State's auto-assignment enrollment process.

3.2.4.1.8.3.3 Employs an auto-assignment enrollment process, approved by LDH, in which a beneficiary who does not make an active choice is enrolled into a MCO and simultaneously provided a 90-day period of time for the enrollee to accept the MCO selected for them or select a different MCO.

3.2.4.1.8.3.4 If the potential enrollee does not make an active choice during the 90 calendar day period, the potential enrollee will remain enrolled with the MCO selected by the auto-assignment enrollment process.

3.2.4.1.8.4 The Contractor must develop and provide informational notices to each potential enrollee at the time the potential enrollee first becomes eligible to enroll in a managed care program and within a timeframe that enables the potential enrollee to use the information in choosing among available delivery system and/or managed care plan options. The notices must be approved by LDH and:

3.2.4.1.8.4.1 Identify the MCOs available to the potential enrollee;

3.2.4.1.8.4.2 Provide a comparison of the MCOs available;

3.2.4.1.8.4.3 Provide clear instructions for how to make known the enrollee's selection of a MCO;

3.2.4.1.8.4.4 Clearly explain the implications to the potential enrollee of: not making an active choice of a MCO, as well as the implications of making an active choice of an MCO;

3.2.4.1.8.4.5 Provide a comprehensive explanation of the enrollment period, the 90-day without cause disenrollment period, and all other disenrollment options as specified in 42 CFR §438.56;

3.2.4.1.8.4.6 Include the contact information for the beneficiary support system;

3.2.4.1.8.4.7 Include a business reply mail envelope, if applicable; and

3.2.4.1.8.4.8 Comply with information requirements.

3.2.4.1.8.5 The Contractor must provide informational notices in hard copy form to Medicaid Eligibility offices so that potential enrollees who attend a face-to-face meeting at any Medicaid Eligibility office can take the informational kit home to review or discuss their options with other family members.

3.2.4.1.8.6 The enrollment system must provide that beneficiaries already enrolled in a MCO are given priority to continue that enrollment if the MCO does not have the capacity to accept all those seeking enrollment under the program.

3.2.4.1.9 ***Auto-assignment Enrollment Process***

3.2.4.1.9.1 Contractor shall employ an auto-assignment enrollment process, developed and approved by LDH, which may differ across systems of care and may include but not be limited to:

3.2.4.1.9.1.1 Existing family member enrollment;

3.2.4.1.9.1.2 Beneficiary's provider history and/or prior claims history; and

3.2.4.1.9.1.3 The MCO's quality measure scores.

3.2.4.1.9.2 The Contractor must assign potential enrollees to qualified MCOs. To be a qualified MCO, an entity must not be subject to the intermediate sanction described in 42 CFR § 438.702(a)(4) and have a capacity to enroll beneficiaries.

3.2.4.1.9.3 The Contractor must limit unqualified MCOs from the auto-assignment enrollment process within a five (5) calendar day notice by LDH. The Contractor must reinstate MCOs to the auto-assignment enrollment process within five (5) calendar day notice by LDH.

3.2.4.1.9.4 The auto-assignment enrollment process will seek to preserve existing provider-beneficiary relationships and relationships with providers that have traditionally served Medicaid beneficiaries.

3.2.4.1.9.4.1 An existing provider-beneficiary relationship is one in which the provider was a main source of services for the beneficiary during the previous year.

3.1.1.1.1.1.1 A provider is considered to have ''traditionally served'' Medicaid beneficiaries if it has experience in serving the Medicaid population.

3.1.1.1.1.2 The Contractor shall not arbitrarily exclude any MCO from being considered.

3.1.1.1.1.3 LDH may approve additional criteria to include in the auto-assignment enrollment process algorithm and any such criteria must be employed by the Contractor within five (5) calendar day notice by LDH.

3.1.1.1.2 ***Automatic Reenrollment***

3.1.1.1.2.1 The Contractor shall develop and implement a process to provide for automatic reenrollment of a beneficiary who is disenrolled solely because he or she loses Medicaid eligibility for a period of two months or less.

3.1.1.1.2.1.1 The beneficiary shall automatically reenroll with the last MCO of record.

3.1.1.1.3 ***Disenrollment Process***

3.1.1.1.3.1 Disenrollment is any action taken by LDH or its designee to terminate or change a beneficiary's participation in a MCO. Disenrollment may occur voluntarily, per the enrollee's request, or involuntarily as a result of a determination made by LDH or its designee. Disenrollment requirements and limitations apply to all managed care programs equally, regardless of whether enrollment is mandatory or voluntary.

3.1.1.1.3.2 The Contractor shall develop and implement an electronic and automated, user-friendly disenrollment process. At a minimum, the request shall include the enrollee's name, Medicaid ID number, and detailed reason for requesting the disenrollment.

3.1.1.1.3.3 Regardless of the procedures followed, the effective date of an approved disenrollment must be no later than the first day of the second month following the month in which the disenrollment is requested.

3.1.1.1.3.4 If LDH fails to make the determination by the first day of the second month following the month in which the disenrollment is requested, the disenrollment is considered approved for the effective date that would have been established.

3.1.1.1.3.5 If the disenrollment request is approved, the Contractor shall provide the enrollee notice of determination and give the enrollee the opportunity to select another MCO with which they are eligible to participate.

3.1.1.1.3.6 If the disenrollment request is denied, the Contractor shall provide the enrollee notice of the determination and ensure timely access to a State Fair Hearing.

3.1.1.1.3.7 The Contractor shall develop and implement an electronic process and associated reports for LDH, the Contractor, and MCOs to reconcile disenrollment requests and determinations at the end of each month.

3.1.1.1.3.8 ***Voluntary disenrollment requested by the enrollee***

3.1.1.1.3.8.1 A beneficiary or their authorized representative may request disenrollment by submitting an oral or written request to the Contractor as follows:

3.1.1.1.3.8.1.1 For cause, at any time. The following are cause for disenrollment:

3.1.1.1.3.8.1.1.1 The enrollee moves out of the MCO service area;

3.1.1.1.3.8.1.1.2 The plan does not, because of moral or religious objections, cover the service the enrollee seeks;

3.1.1.1.3.8.1.1.3 The enrollee needs related services to be performed at the same time; not all related services are available within the provider network; and the enrollee's primary care provider or another provider determines that receiving the services separately would subject the enrollee to unnecessary risk;

3.1.1.1.3.8.1.1.4 Other reasons, including poor quality of care, lack of access to services covered under the contract, or lack of access to providers experienced in dealing with the enrollee's care needs; and

3.1.1.1.3.8.1.1.5 The enrollee requests to be assigned to the same MCO as family members.

3.1.1.1.3.8.1.2 The Contractor shall develop, implement, and maintain an electronic and automated process for disenrollment requests for cause.

3.1.1.1.3.8.1.3 Without cause, at the following times:

3.1.1.1.3.8.1.3.1 During the 90 days following the date of the beneficiary's initial enrollment into the MCO, or during the 90 days following the date the Contractor sends the beneficiary notice of that enrollment, whichever is later;

3.1.1.1.3.8.1.3.2 At least once every 12 months thereafter during open enrollment;

3.1.1.1.3.8.1.3.3 Upon automatic reenrollment, if the temporary loss of Medicaid eligibility has caused the beneficiary to miss the annual disenrollment opportunity;

3.1.1.1.3.8.1.3.4 When LDH imposes the intermediate sanctions specified in 42 CFR § 438.702(a)(4); or

3.1.1.1.3.8.1.3.5 After LDH notifies a MCO that it intends to terminate the contract as provided by 42 CFR § 438.722.

3.1.1.1.3.9 ***Involuntary disenrollment requested by MCO or LDH***

3.1.1.1.3.9.1 LDH or a MCO may provide a disenrollment request to the Contractor as follows:

3.1.1.1.3.9.1.1 A MCO may request disenrollment for the following reasons:

3.1.1.1.3.9.1.1.1 Enrollee's utilization of services constitutes fraud, waste, and/or abuse; or

3.1.1.1.3.9.1.1.2 Enrollee is placed in a long term care nursing facility or an Intermediate Care Facilities for individuals with Intellectual disability (ICF/ID) facility.

3.1.1.1.3.9.1.2 A MCO may not request disenrollment because of an enrollee's:

3.1.1.1.3.9.1.2.1 Change in physical or mental health status;

3.1.1.1.3.9.1.2.2 Utilization of medical services; or

3.1.1.1.3.9.1.2.3 Diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except when his or her continued enrollment seriously impairs the MCOs ability to furnish services to either the enrollee or other enrollees).

3.1.1.1.3.9.1.3 LDH or its designee may request disenrollment for the following non-inclusive reasons:

3.1.1.1.3.9.1.3.1 Termination of the contract between a MCO and LDH;

3.1.1.1.3.9.1.3.2 The enrollee's eligibility changes;

3.1.1.1.3.9.1.3.3 The enrollee's intentional submission of fraudulent information;

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

3.1.1.1.3.9.1.3.5 Other reasons as specified by LDH.

3.1.1.1.4 ***Enrollment File***

3.1.1.1.4.1 Contractor shall initiate and utilize the standardized Benefit Enrollment & Maintenance electronic transaction file ANSI ASC X12 834 file to process enrollment and disenrollment transactions.

3.1.1.1.4.2 Contractor must prepare and disseminate daily ANSI ASC X12 834 files for new enrollees and updates.

3.1.1.1.4.3 Contractor must prepare and disseminate a monthly reconciliation ANSI ASC X12 834 file of all members enrolled in the previous month.

3.1.1.1.4.4 Contractor must prepare and disseminate ad hoc processing files as requested by LDH.

3.1.1.1.4.5 The Contractor will electronically accept eligibility files identifying managed care beneficiaries from LDH or its designee from which they will identify the appropriate managed care system for which the beneficiary is eligible.

3.1.1.1.4.6 If the enrollment file has an MCO choice indicator, the Contractor must automatically assign the beneficiary to the MCO selected by the beneficiary, if appropriate, unless the MCO is no longer qualified as determined by LDH.

3.1.1.1.4.7 If the beneficiary is unable to be assigned to the MCO of their choice, the Contractor shall utilize the auto-assignment process to assign the beneficiary to an MCO.

3.1.1.1.4.8 Within two (2) business days of receipt of ANSI ASC X12 834 files, the Contractor must: (1) evaluate and identify beneficiaries eligible to participate in a managed

care system; and (2) link the individual to an MCO within the appropriate system of care.

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

3.1.1.1.4.10 An enrollee's effective date of enrollment in a MCO shall be the date provided on the outbound ANSI ASC X12 834 initiated by the Contractor.

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

3.1.1.1.4.12 The Contractor must develop and implement an electronic and automated system to retroactively link the enrollee to a MCO within the Medicaid managed care system for which the enrollee is eligible, when applicable.

3.1.1.1.4.13 The Contractor shall develop and implement an electronic and automated system to accommodate retrospective changes to active and closed eligibility files including, but not limited to, insertions of closed segments.

3.1.1.1.4.14 The Contractor shall establish and implement a process that automatically enrolls a newborn into the same MCO as the mother, when applicable.

3.1.1.1.4.15 The Contractor must identify changes in a beneficiary's eligibility and transfer enrollees from one MCO to another MCO within the same system of care and across different systems of care, both retroactively and prospectively.

3.1.1.1.4.16 The Contractor must securely transfer enrollee eligibility information to all appropriate MCOs.

3.1.1.1.4.17 The Contractor must develop and implement a process that allows transmittal of enrollee demographic updates to both the current and historical MCO.

3.1.1.1.4.18 The Contractor must ensure the ongoing enrollment process for enrollees is consistent, effective, service-oriented and continually pursuing opportunities for improvement and advancement.

3.1.1.1.4.19 The Contractor must work collaboratively with LDH to analyze and monitor enrollment.

3.1.1.1.4.20 The Contractor must develop and implement changes to the ANSI ASC X12 834 file layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH.

3.1.1.1.4.21 The Contractor must electronically complete corrections to the ASC X12 834 file within thirty (30) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH.

3.1.1.1.4.22 Within thirty (30) calendar days prior to contract start date, Contractor must demonstrate successful receipt, processing, and transmittal of ANSI ASC X12 834 file.

3.1.1.1.5 ***Additional enrollments***

3.1.1.1.5.1 The Contractor shall process enrollments for any alternative managed care programs developed by LDH, and at no additional cost to LDH.

3.1.1.1.5.2 LDH reserves the right to require the Contractor to develop and provide other managed care informational notices as necessary for any additional or

alternative managed care system that may be developed by LDH, and at no additional cost to LDH.

3.2.4.6 ***Beneficiary Support System***

3.2.4.6.1 The Contractor must develop and implement a beneficiary support system that provides support to beneficiaries both prior to and after enrollment in a MCO.

3.2.4.6.2 The system must include at a minimum:

3.2.4.6.2.1 Choice counseling for all beneficiaries. Choice counseling, as defined in 42 CFR § 438.2, means the provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into a specific MCO.

3.2.4.6.2.1.1 Choice counseling must be provided to all potential enrollees and enrollees who disenroll from a MCO entity for reasons specified in § 438.56 (b) and (c).

3.2.4.6.2.1.2 Choice counseling must be accessible in multiple ways, including telephone, internet, in-person, and via auxiliary aids and services when requested. LDH reserves the right to include additional in-person, face-to-face interactions with enrollees, including but not limited to choice counseling through outreach events. Choice counseling shall be provided during business hours, excluding weekends and designated state holidays.

3.2.4.6.2.1.3 Choice counseling must be provided to all potential enrollees and enrollees in understanding managed care.

3.2.4.6.3 The Contractor must notify LDH Customer Service Unit of any changes in contact information or living arrangements for families or individual enrollees within five (5) business days of identification, including changes in mailing address, residential address if outside Louisiana, e-mail address and telephone number, deaths, and/or incarceration. The manner and format of notification will be determined and approved by LDH.

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

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

3.2.4.6.6 The beneficiary support system must include a customer service unit to be developed, implemented and maintained by the Contractor.

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

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

3.2.4.6.6.3 The Contractor shall establish a “user friendly” toll-free telephone line for all Medicaid managed care systems, potential enrollees, enrollees and their authorized representatives.

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

3.2.4.6.6.5 The toll-free line shall have an automated system, available twenty-four (24) hours a day, and seven (7) days a week. Calls received after hours must have the option to leave a request for a call back. If a request for a call back is made, the return phone call must be made the following business day.

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

3.2.4.6.6.7 The toll-free telephone number shall be staffed 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding designated state holidays, at levels sufficient to ensure that ninety-five percent (95.00%) of calls do not exceed the following wait times, to be computed on a daily basis and reported monthly:

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

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

3.2.4.6.6.8 LDH shall retain the right to make changes to the operating hours.

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

3.2.4.6.6.10 The toll-free number shall be staffed at levels sufficient to ensure that abandonment rates do not exceed five (5.00%) percent, to be computed on a daily basis and reported monthly.

3.2.4.6.6.11 The toll-free number shall be staffed at levels sufficient to ensure that incoming calls that are blocked do not exceed one (1.00%) percent, to be computed on a daily basis and reported monthly. Blocked calls occur when a customer cannot get through to interact with a CSR for reasons including:

3.2.4.6.6.11.1 Not enough agents to handle inbound calls;

3.2.4.6.6.11.2 Technology is not equipped to handle incoming volume of calls; and

3.2.4.6.6.11.3 Full queue.

3.2.4.6.6.12 Customer service representatives will provide assistance to callers with questions related to enrollment procedures and managed care programs.

3.2.4.6.6.13 The Contractor must develop and implement a plan to sustain customer service performance levels during times of high call volume or low staff availability. Such situations may include, but are not limited to, open enrollment, implementation of new or expanded managed care populations, emergency situations (including natural disasters such as hurricanes), staff training, staff illnesses, and staff vacations.

3.2.4.6.6.14 The Contractor shall alert LDH within thirty (30) minutes of awareness, in writing via email or fax, when there is difficulty with the phone line.

3.2.4.6.6.15 The Contractor shall have the capability to monitor the telephone lines online for quality control. The Contractor shall provide LDH the capability to monitor the telephone lines online for quality control.

3.2.4.6.6.16 The Contractor shall provide LDH the capability to monitor statistics online.

3.2.4.6.6.17 The Contractor must have the capability to and record all telephone activity for accuracy monitoring and be able to provide recordings to LDH upon request within twenty-four (24) hours. All recordings must be maintained for a period of five (5) years after final payment, as prescribed in 45 CFR §74.53(b), or as prescribed in 42 CFR §483.3(h), whichever is longer.

3.2.4.6.6.18 The Contractor must retain and/or upload recordings to LDH systems, as required by LDH.

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

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

3.2.4.6.6.21 ***Automated Call Distribution (ACD) System***

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

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

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

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

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

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

3.2.4.6.6.21.1.6 Ability to transfer calls to other telephone lines;

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

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

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

3.2.4.6.6.21.1.10 Automatic routing of call to the next available operator;

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

3.2.4.6.6.21.1.12 Reporting capabilities that provide information such as:

3.2.4.6.6.21.1.12.1 Length of time per call;

3.2.4.6.6.21.1.12.2 Number of calls waiting (or in queue);

3.2.4.6.6.21.1.12.3 Abandonment rate;

3.2.4.6.6.21.1.12.4 Number of calls per hour;

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

3.2.4.6.6.21.1.12.6 Individual operator workload;

3.2.4.6.6.21.1.12.7 Reason for the call;

3.2.4.6.6.21.1.12.8 Number of calls received after hours;

3.2.4.6.6.21.1.12.9 Amount of customer service unit downtime; and

3.2.4.6.6.21.1.13 The toll-free line shall, at a minimum, allow enrollees to:

3.2.4.6.6.21.1.13.1 Select a MCO and specify their choice of provider (if available);

3.2.4.6.6.21.1.13.2 Request to change their MCO;

3.2.4.6.6.21.1.13.3 Check the status of Medicaid enrollment or Medicaid renewal status;

3.2.4.6.6.21.1.13.4 Request information about accessing services;

3.2.4.6.6.21.1.13.5 Discuss problems with the program;

3.2.4.6.6.21.1.13.6 Register complaints;

3.2.4.6.6.21.1.13.7 Request other assistance in accessing services;

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

3.2.4.6.6.21.1.13.9 Request MCO Provider Directories. Contractor shall have in place a mechanism to electronically forward the requests to the MCO within twenty-four (24) hours; and

3.2.4.6.6.21.1.13.10 Other call types as mutually agreed upon by LDH and the Contractor.

3.2.4.6.7 ***Complaints***

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

3.2.4.6.7.1.1 Provide a mechanism for an enrollee to make a complaint;

3.2.4.6.7.1.2 Record and track enrollee complaints; and

3.2.4.6.7.1.3 Generate complaint and complaint resolution results.

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

3.2.4.6.8 ***Quality Assurance and Reporting***

3.2.4.6.8.1 To ensure excellent customer service, accuracy, consistency and timeliness of enrollment, the Contractor must provide a quality assurance process.

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

3.2.4.6.8.3 The process must include at least the following metrics:

3.2.4.6.8.3.1 Service level

3.2.4.6.8.3.2 Call abandonment rate

3.2.4.6.8.3.3 Average time on hold

3.2.4.6.8.3.4 Percentage of calls blocked

3.2.4.6.8.3.5 Call scoring

3.2.4.6.8.3.6 CSR turnover rate

3.2.4.6.8.3.7 Accuracy of call forecasting

3.2.4.6.8.3.7.1 The metric shall be 5% variance, to be reported monthly.

3.2.4.6.8.3.8 First contact resolution rate

3.2.4.6.8.3.8.1 The metric shall be 73%, to be reported monthly.

3.2.4.6.8.3.9 Customer satisfaction

3.2.4.6.8.3.9.1 The metric shall be 90%, to be reported monthly.

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

3.2.4.6.8.5 The Contractor shall design and implement a comprehensive quality assurance process within thirty (30) days prior to contract implementation to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client.

3.2.4.6.8.6 The comprehensive quality assurance process shall be submitted to LDH for approval prior to contract implementation.

3.2.4.7 ***Information Requirements***

3.2.4.7.1 Basic Rules

3.2.4.7.1.1 Contractor is responsible for producing and disseminating all required information to enrollees and potential enrollees in a manner and format, approved by LDH, which may be easily understood and is readily accessible by such enrollees and potential enrollees.

3.2.4.7.1.2 Contractor must develop and operate a web site that provides the content directly and links to the LDH and individual MCO websites.

3.2.4.7.1.2.1 Contractor must develop and implement an online provider directory, to be approved by LDH. The directory shall be interactive and user friendly.

3.2.4.7.1.2.1.1 The Contractor shall receive provider data from LDH or its designee and the directory shall be updated weekly.

3.2.4.7.1.2.1.2 The Contractor shall reconcile provider data with the MCOs and LDH monthly.

3.2.4.7.1.2.1.3 LDH reserves the right to request changes to the layout of the directory.

3.2.4.7.1.2.1.4 The Contractor must develop and implement changes to the provider directory layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH, and at no additional cost to LDH.

3.2.4.7.1.3 For consistency in the information provided to enrollees, Contractor must utilize LDH approved definitions for managed care terminology, and develop LDH approved enrollee notices.

3.2.4.7.1.4 Information is considered to be provided if the Contractor:

3.2.4.7.1.4.1 Mails a printed copy to the enrollee's mailing address;

3.2.4.7.1.4.2 Provides the information by email only after obtaining and documenting the enrollee's agreement to receive information by email;

3.2.4.7.1.4.3 Posts the information on the Contractor website and advises the enrollee in paper or electronic format that the information is available on the Internet and includes the applicable Internet address, provided that enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost. Enrollee information may be provided electronically only when all of the following are met:

3.2.4.7.1.4.3.1 The format is readily accessible;

3.2.4.7.1.4.3.2 The information is placed in a location on the Contractor's web site that is prominent and readily accessible;

3.2.4.7.1.4.3.3 The information is provided in an electronic form which can be electronically retained and printed;

3.2.4.7.1.4.3.4 The information is consistent with the language and content requirements of LDH; and

3.2.4.7.1.4.3.5 The enrollee is informed that the information is available in paper format without charge upon request, and Contractor must provide it upon request within five (5) business days.

3.2.4.7.1.4.4 Provides the information orally via the customer service unit.

3.2.4.7.1.5 The Contractor must have in place mechanisms to help enrollees and potential enrollees understand the requirements and benefits of each health plan.

3.2.4.7.2 Language and Format

3.2.4.7.2.1 LDH has identified Spanish and Vietnamese as the prevalent non-English languages spoken by enrollees and potential enrollees throughout the State.

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

3.2.4.7.2.2 All written materials for enrollees and potential enrollees must be consistent with the following:

3.2.4.7.2.2.1 Use easily understood language and format;

3.2.4.7.2.2.2 Be at or below a 6.9 grade level, as determined by any one of the indices below, taking into consideration the need to incorporate and explain certain technical or unfamiliar terms to assure accuracy:

3.2.4.7.2.2.2.1 Flesch – Kincaid;

3.2.4.7.2.2.2.2 Fry Readability Index;

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

3.2.4.7.2.2.2.4 Gunning FOG Index;

3.2.4.7.2.2.2.5 McLaughlin SMOG Index; or

3.2.4.7.2.2.2.6 Other computer generated readability indices accepted by LDH.

3.2.4.7.2.2.3 Use a font size no smaller than 12 point;

3.2.4.7.2.2.4 Written material must also be made available in alternative formats upon request of the potential enrollee or enrollee at no cost. Auxiliary aids such as TTY/TDY and American Sign Language and services must also be made available upon request of the potential enrollee or enrollee at no cost. Written materials must include taglines in the prevalent non-English languages, as well as large print, explaining the availability of written translation or oral interpretation to understand the information. Large print means printed in a font size no smaller than 18 point.

3.2.4.7.2.2.5 The Contractor must provide bilingual staff, including Spanish and Vietnamese speakers to support the services of the contract. Any languages that fall outside of the requirements must be handled through a language line service at no cost to LDH. If the Contractor requires bilingual coverage beyond the levels specified above, the Contractor shall adjust bilingual staff as required. The Contractor shall make oral interpretation services available free of charge to enrollees and potential enrollees, and inform the enrollees:

3.2.4.7.2.2.5.1 Oral interpretations are available in all languages;

3.2.4.7.2.2.5.2 Written translation is available in each prevalent non-English language; and

3.2.4.7.2.2.5.3 How to access the interpretation services and written information.

3.2.4.7.3 Information for potential enrollees

3.2.4.7.3.1 Contractor must provide information to each potential enrollee, either in paper or electronic format as follows:

3.2.4.7.3.1.1 At the time the potential enrollee first becomes eligible to enroll in a managed care program voluntarily, or is first required to enroll in a managed care program; and

3.2.4.7.3.1.2 Within a timeframe approved by LDH that enables the potential enrollee to use the information in choosing among available MCOs.

3.2.4.7.3.1.3 The information for potential enrollees must include, at a minimum, all of the following:

3.2.4.7.3.1.3.1 Information about the potential enrollee's right to disenroll consistent with the requirements of 42 CFR § 438.56 and which explains clearly the process for exercising this disenrollment right, as well as the alternatives available to the potential enrollee based on their specific circumstance;

3.2.4.7.3.1.3.2 The basic features of managed care;

3.2.4.7.3.1.3.3 Which populations are excluded from enrollment, subject to mandatory enrollment, or free to enroll voluntarily in the program. For mandatory and voluntary populations, the length of the enrollment period and all disenrollment opportunities available to the enrollee must also be specified;

3.2.4.7.3.1.3.4 Covered benefits;

3.2.4.7.3.1.3.5 Any cost-sharing that will be imposed by the MCO consistent with those set forth in the Medicaid State Plan;

3.2.4.7.3.1.3.6 The requirements for each MCO to provide adequate access to covered services, including network adequacy standards;

3.2.4.7.3.1.3.7 The MCO responsibilities for coordination of enrollee care; and

3.2.4.7.3.1.3.8 To the extent available, quality and performance indicators for each MCO including enrollee satisfaction.

3.2.4.7.4 Information for all enrollees

3.2.4.7.4.1 Contractor must notify all enrollees of their right to disenroll at least annually. Such notification must clearly explain the process for exercising this disenrollment right, as well as the alternatives available to the enrollee based on their specific circumstance.

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

3.2.4.7.4.3 Contractor designed material shall incorporate the LDH brand. This shall be achieved by using templates, logos, and designs provided by LDH.

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

3.2.5 *Operational Requirements*

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

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

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

3.2.6 *Record Keeping Requirements*

3.2.6.1 The Contractor shall retain all books, recordings, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment, as

prescribed in 45 CFR §74.53(b), or as prescribed in 42 CFR §483.3(h), whichever is longer. The Contractor shall make available to LDH such records within thirty (30) calendar days of LDH's written request and shall deliver such records to LDH's central office in Baton Rouge, Louisiana, at no cost to LDH. The Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, at no cost to LDH.

3.2.7 *Reporting Requirements*

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

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

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

3.2.7.4 The Contractor shall create reports and/or files using electronic formats, instructions and timeframes as specified by LDH prior to contract implementation. LDH reserves the right to modify reports and criteria at no additional cost to LDH.

3.2.7.5 Any changes to reports or files must be approved by LDH.

3.2.7.6 The Contractor shall prepare and submit any other standing report as required and/or requested by LDH, any designee of LDH, and/or CMS that is related to the Contractor's duties and obligations under the Contract with LDH, and at no additional cost to LDH. LDH will make every effort to provide a thirty (30) calendar day notice of the need to give the Contractor adequate time to prepare the reports.

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

3.2.7.8 Contractor shall maintain an inventory of all reports, forms, letters, or other materials, including a revision log and obsolete versions. Contractor shall review and update, as approved by LDH, all materials on a schedule determined by LDH.

3.2.7.9 Annually, Contractor shall provide LDH with a cohesive hard copy and electronic copy of all current business requirement documents, policies, procedures, forms, templates, and other materials including a table of contents and revision log.

3.2.8 *Errors*

3.2.8.1 The Contractor shall prepare complete and accurate reports for submission to LDH. If after preparation and submission, a Contractor error is discovered either by the Contractor or LDH, the Contractor shall correct the error(s) and submit accurate reports within ten (10) calendar days from the date of discovery by the Contractor or date of written notification by LDH (whichever is earlier). LDH may, at its discretion, extend the due date if an acceptable corrective action plan has been submitted and the Contractor can demonstrate to LDH's satisfaction that the problem cannot be corrected within ten (10) calendar days.

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

3.2.9 *Report Submission Timeframes*

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

or files as specified may result in the assessment of liquidated damages as provided in the Liquidated Damages section.

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

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

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

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

3.2.9.2.4 Quarterly reports and files shall be based on a calendar quarter and shall be submitted within thirty (30) calendar days of the end of the reporting quarter;

3.2.9.2.5 Annual reports and files shall be based on a calendar year and shall be submitted within thirty (30) calendar days of the end of the reporting year; and

3.2.9.2.6 Ad Hoc reports shall be submitted within five (5) business days from the date of request.

3.2.9.3 If the due date occurs on a weekend or Louisiana designated holiday, the report shall be due the following business day.

3.2.9.4 Regardless of due date, all reports shall be submitted by close of business. For purposes of this section, close of business is defined as 4:30pm Central Time.

3.3 Performance Standards

3.3.1 The Contractor shall provide to LDH or maintain the following to document deliverables:

3.3.1.1 Enrollment of Medicaid beneficiaries into MCO

3.3.1.1.1 Submit draft program materials (letters, notices, MCO comparison charts, etc.) and inventory log at least annually

3.3.1.1.2 Submit monthly Enrollment Reports

3.3.1.1.3 Maintain electronic copies of all enrollment files exchanged (ANSI ASC X12 834) with Fiscal Intermediary and all contract Managed Care Organizations

3.3.1.1.4 Submit summary of monthly reconciliation ANSI ASC X12 834 file

3.3.1.2 Processing disenrollment requests from MCOs and enrollees

3.3.1.2.1 Submit report with the number of enrollees who are automatically disenrolled from the MCO because a decision was not rendered timely on the request for disenrollment

3.3.1.2.2 Submit monthly Disenrollment Report

3.3.1.2.3 Maintain Disenrollment Request Forms

3.3.1.2.4 Maintain documentation of reason for decision of Disenrollment Requests

3.3.1.3 Annual open enrollment

3.3.1.3.1 Submit written recommendation for Open Enrollment that complies with federal Medicaid requirements and allows for an annual open enrollment period

3.3.1.3.2 Submit draft materials to be used in open enrollment packets

3.3.1.3.3 Submit open enrollment statistical reports

3.3.1.4 Systems

3.3.1.4.1 Maintain evidence of successful exchange of files as verified by MCO entities and Fiscal Intermediary

3.3.1.5 Beneficiary Support System

3.3.1.5.1 Submit draft training materials for customer service agents

3.3.1.5.2 Submit IVR and CSR scripts for approval

3.3.1.5.3 Submit monthly reports

3.3.1.6 Build and maintain enrollment website

3.3.1.6.1 Submit website access and site map to LDH for approval

3.3.1.6.2 Maintain documentation that reading level software was utilized, including indicator use and reading level of the item

3.3.1.7 Enrollee materials

3.3.1.7.1 Submit to LDH for approval all enrollee materials, including an inventory log

3.3.1.7.2 Maintain copies of all enrollee materials including obsolete versions

3.3.1.7.3 Maintain documentation that reading level software was utilized, including indicator use and reading level of the item

3.3.1.8 MCO complaint tracking and reporting

3.3.1.8.1 Submit to LDH for approval the template for complaint tracking

3.3.1.8.2 Submit monthly Complaint Tracking Reports, containing all required information

3.3.1.8.3 Maintain electronic record of all complaints, investigations, and resolutions

3.3.1.9 Required reporting to LDH

3.3.1.9.1 Take, distribute, and maintain minutes from meetings with LDH

3.3.1.9.2 Submit draft technical reports for LDH review and approval

3.3.1.9.3 Submit completed table of required reports

3.3.1.9.4 Submit and maintain submission logs of all contractually required reports

3.4 **Administrative Actions and Liquidated Damages**

3.4.1 *LDH Administrative Actions*

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

3.4.1.1.1 A warning through written notice or consultation;

3.4.1.1.2 Education requirement regarding program policies and procedures;

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

3.4.1.1.4 Submission of a corrective action plan.

3.4.1.2 *Penalties for Failure to Comply with Enrollment Requirements*

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

3.4.1.2.1.1 LDH shall notify the Contractor in writing of the determination of the noncompliance, of the remedial action(s) that will be taken, and of any other related conditions such as the length of time the remedial actions shall continue and the corrective actions that the Contractor must perform;

3.4.1.2.1.2 LDH may require the Contractor to recall the previously authorized enrollee education material(s);

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

3.4.1.2.1.4 LDH may require the Contractor to contact each beneficiary who enrolled during the period while the Contractor was out of compliance to explain the nature of the non-compliance and inform the enrollee of his or her right to transfer to another MCO.

3.4.2 *Liquidated Damages*

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

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

3.4.2.2.1 The duration of the violation;

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

3.4.2.2.3 The Contractor's history of compliance;

3.4.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid beneficiary; and

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

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

Requirement	Liquidated Damages
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this RFP, the contract, or upon direction of LDH.	A one thousand dollar ($1,000) per business day charge to the Contractor per report for each day after the report due date until the report is received.
Contractor shall request approval from LDH to make changes in key staff and must fill vacant contractually required positions within 30 calendar days.	A one thousand dollar ($1000) per business day charge to the Contractor for each day that a change in key staff is made but not approved by LDH, or failure to fill key staff positions.
Contractor shall maintain all files and perform all file updates according to the requirements in this RFP or the contract.	A one thousand five hundred dollar ($1500) per business day charge to the Contractor for each day after the due date until the files are maintained and/or updated.
The Contractor must develop and implement changes to the ASC X12 834 file layout within sixty (60) calendar days of request by LDH, or within a timeframe as approved by LDH.	A one thousand five hundred dollar ($1500) per business day charge to the Contractor for each day after the due date until the file change is implemented.

The Contractor must electronically complete corrections to the ASC X12 834 file within thirty (30) calendar days of request by LDH, or within a timeframe as approved by LDH.	A one thousand dollar ($1000) per business day charge to the Contractor for each day after the due date until the corrections are completed.
Contractor shall ensure that ninety-five (95.00%) percent of calls do not exceed the allotted wait time, to be computed on a daily basis and reported monthly.	A charge to the Contractor per day of noncompliance according to the following: Daily amount per day 1-5: one thousand dollars ($1000) per day Daily amount per day 6-10: one thousand five hundred dollars ($1500) per day Daily amount per day 11 and beyond: two thousand dollars ($2000) per day
Contractor shall ensure that abandonment rates do not exceed five (5.00%) percent, to be computed on a daily basis and reported monthly.	A charge to the Contractor per day of noncompliance according to the following: Daily amount per day 1-5: one thousand dollars ($1000) per day Daily amount per day 6-10: one thousand five hundred dollars ($1500) per day Daily amount per day 11 and beyond: two thousand dollars ($2000) per day
Contractor shall ensure that incoming calls that are blocked do not exceed one (1.00%) percent, to be computed on a daily basis and reported monthly.	A charge to the Contractor per day of noncompliance according to the following: Daily amount per day 1-5: one thousand dollars ($1000) per day Daily amount per day 6-10: one thousand two hundred fifty dollars ($1250) per day Daily amount per day 11 and beyond: one thousand five hundred dollars ($1500) per day
In the event of an emergency or disaster, the Contractor shall resume operations within 72 hours post event.	A one hundred dollar ($100) charge to the Contractor per hour for every whole or partial hour beyond 72 hours post event that the contractor fails to resume operations.
Contractor shall submit a transition plan within ninety (90) calendar days of contract start date and annually thereafter, with a final transition plan due six (6) months prior to the end of the contract term.	A one thousand dollar ($1,000) charge to the Contractor per calendar day after the plan due date until the plan is received.

Contractor shall submit a documentation inventory and assessment within ninety (90) calendar days of contract start date and semi-annually thereafter, with a final inventory and assessment due six (6) months prior to the end of the contract term.	A one thousand dollar ($1,000) charge to the Contractor per calendar day after the plan due date until the plan is received.

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

3.4.3.1 For any violation of deliverables and requirements not explicitly described in the above Table, LDH may impose liquidated damages in an amount up to $2,500 per occurrence per calendar day.

3.4.4 *Payment of Liquidated Damages*

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

3.4.4.2 If liquidated damages are insufficient, LDH has the right to pursue actual damages. If the Contractor's failure to perform satisfactorily exposes LDH to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services, LDH may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. LDH shall account to the Contractor and return any excess to the Contractor.

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

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

3.5 **<u>Program Integrity</u>**

3.5.1 The Contractor shall implement and maintain internal controls, policies, and procedures that are designed to detect and prevent fraud, waste, and abuse.

3.5.2 The Contractor shall implement and maintain written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable requirements and standards under this contract, and all applicable Federal and State requirements. The Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, and investigation and correction of potential compliance issues.

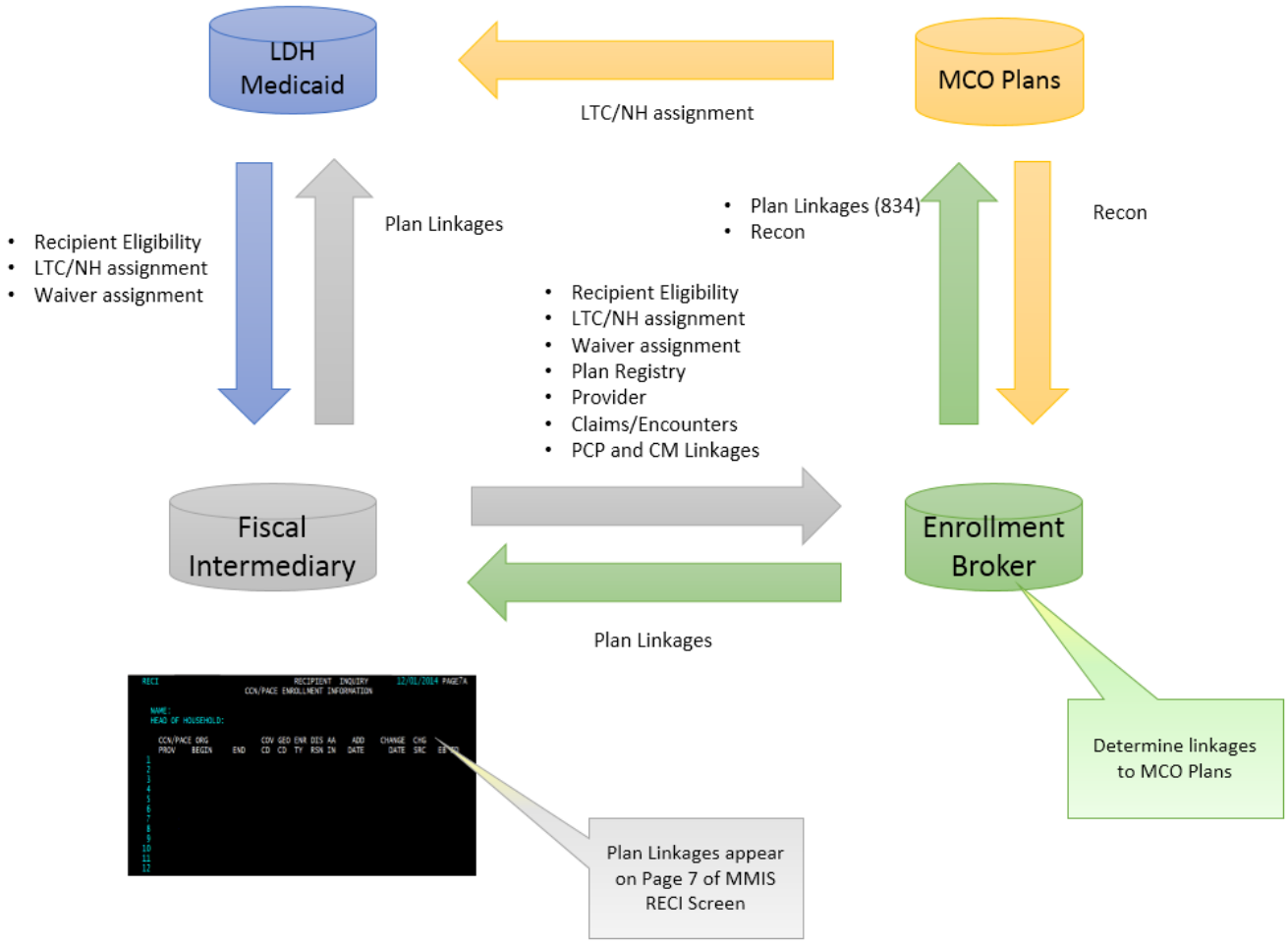
3.5.3 The Contractor shall implement and maintain a process, to be approved by LDH, for notification to LDH within five (5) business days when it receives information about changes in an enrollee's circumstances that may affect the enrollee's eligibility including but not limited to changes in the enrollee's residence and the death of an enrollee.

3.6 **Technical Requirements**

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

3.6.2 Below is the current view of the enrollment broker's role with other Medicaid partners which is subject to change:

LDH Medicaid to Fiscal Intermediary to Enrollment Broker



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

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

3.6.4.1 Interface and communicate with LDH and LDH designee systems via a secure protocol. Encryption will be governed in adherence with the security policies referenced in section 3.7.9;

3.6.4.2 Process enrollments, disenrollments, and change requests of LDH, enrollees and MCO entities according to department-defined business rules, including retroactive changes and insertion of closed segments;

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

3.6.4.4 Successfully and securely interface, integrate and exchange files with LDH and all LDH designees with no more than a 0.01 % file or transmission failure rate;

3.6.4.5 Securely collect and maintain demographic data related to enrollees and providers;

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

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

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

3.6.4.9 Maintain high quality data for reporting processes, perform data cleansing and validation such that the data error rate will not exceed 5.00% on random sampling;

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

3.6.4.11 Generate and track all appropriate physical and electronic communications with LDH, MCOs, stakeholders, enrollees, and potential enrollees;

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

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

3.6.4.14 Batch transaction types include, but are not limited to, the following:

3.6.4.14.1 ASC X12N 834 Benefit Enrollment and Maintenance;

3.6.4.14.2 ASC X12N 835 Claims Payment Remittance Advice Transaction;

3.6.4.14.3 ASC X12N 837I Institutional Claim/Encounter Transaction;

3.6.4.14.4 ASC X12N 837P Professional Claim/Encounter Transaction;

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

3.6.4.14.6 ASC X12N 276 Claims Status Inquiry;

3.6.4.14.7 ASC X12N 277 Claims Status Response;

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

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

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

3.7 **Contingency Plan**

3.7.1 The Contractor, regardless of the architecture of its systems, shall develop and be continually ready to invoke a contingency plan to protect the availability, integrity, and security of data during

unexpected failures or disasters (either natural or man-made) to continue essential application or system functions during or immediately following failures or disasters.

3.7.2 Contingency plans shall include a disaster recovery plan (DRP) and a business continuity plan (BCP). A DRP is designed to recover systems, networks, workstations, applications, etc. in the event of a disaster. A BCP shall focus on restoring the operational function of the organization in the event of a disaster and includes items related to IT, as well as operational items such as employee notification processes and the procurement of office supplies needed to do business in the emergency mode operation environment. The practice of including both the DRP and the BCP in the contingency planning process is a best practice.

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

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

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

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

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

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

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

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

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

3.7.8 *Off Site Storage and Remote Back-up*

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

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

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

3.7.8.2.2 Documented back-up procedures;

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

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

3.7.8.2.5 Any change in back-up procedures in relation to the Contractor's technology changes; and

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

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

3.7.10 The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of LDH related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to LDH. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

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

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

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

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

3.7.15 Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).

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

3.7.17 All Contractor utilized computers and devices must:

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

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

3.7.17.3 Have encryption protection enabled at the operating system level.

3.8 **Staffing Requirements**

3.8.1 The Contractor shall have in place the organizational, operational, managerial and administrative capacity to fulfill all contract requirements outlined in this RFP. Within thirty (30) days of implementation and annually thereafter, the Contractor shall submit an organizational chart.

3.8.2 For the purposes of this contract, the Contractor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 CFR §438.610(a) and (b), 42 CFR §1001.1901(b), and 42 CFR §1003.102(a)(2)]. The Contractor must screen all employees and subcontractors to determine whether any of them have been excluded from participation in federal health care programs. The HHS-OIG website, which can be searched by the names of any individual, can be accessed at the following URL: https://exclusions.oig.hhs.gov/.

3.8.3 The Contractor must employ sufficient staffing and utilize appropriate resources to achieve contractual compliance. The Contractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on

outcomes and compliance with contractual and LDH policy requirements, including the requirement for providing culturally competent services to all enrollees and potential enrollees, including those with limited English proficiency, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by LDH, including but not limited to requiring the Contractor to hire additional staff and application of liquidated damages as provided in section 3.4.

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

3.8.4.1 Enrollment Broker Director who must have at least six (6) years of experience in managing a similar project of equal or greater scope;

3.8.4.2 Enrollment Services Deputy Director who must have at least five (5) years of experience in managing a technical benefit enrollment and maintenance information project of equal or greater scope;

3.8.4.3 Information Technology Deputy Director who must have at least five (5) years of experience in managing an information technology project of equal or greater scope; and

3.8.4.4 Beneficiary Support Services Deputy Director who must have at least five (5) years of experience in managing an enrollee relations project of equal or greater scope.

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

3.8.6 LDH shall approve the hiring of all key staff.

3.8.7 Key staff shall not be removed or reassigned without approval of LDH, which approval will not be unreasonably withheld if a suitable candidate is proposed.

3.8.8 An individual may not occupy more than one (1) key staff position, unless prior approval is obtained by LDH.

3.8.9 The Contractor shall inform LDH in writing within seven (7) calendar days of the resignation or termination of any of the key staff positions. Staff assignments shall be fully covered at all times, and the name of the interim contact person must be included in the notification. The vacancy shall be filled within thirty (30) calendar days. The name and resume of the of the replacement key staff must be submitted to LDH for approval. Upon approval, Contractor shall submit to LDH a revised organization chart complete with key staff time allocation.

3.8.10 The Contractor shall replace resigned or terminated key staff with a person of equivalent experience, knowledge and talent, to be approved by LDH.

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

3.8.12 All key staff must have a working knowledge of Medicaid and managed care programs. The Contractor shall develop and submit to LDH for approval, a detailed outline of the training plan and orientation package designed to equip Contractor staff with a working knowledge of LDH, Louisiana Medicaid, Louisiana managed care programs, and LaCHIP.

3.8.13 *Ineligible Individuals for Employment*

3.8.13.1 The Contractor must ensure that all entities or individuals, whether defined as "key staff" or not, performing services under a contract with Louisiana Medicaid are not "ineligible individuals" to participate in the federal health care programs, in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available via the internet at https://exclusions.oig.hhs.gov/) and the General Services Administration's List of Parties Excluded from Federal Programs (available via the internet at https://www.sam.gov).

3.8.13.2 All temporary, permanent, subcontract, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must complete an annual statement, to be developed by the Contractor, that includes an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an "ineligible individual" to participate in federal health care programs or in Federal procurement or non-procurement programs. If the individual has been convicted of a felony crime or identified as an "ineligible individual", the Contractor must notify LDH in writing on the same date the notice of a conviction or ineligibility is received.

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

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

3.8.15 If any of the organizational or key staff information changes between the response to the RFP and contract award, the Contractor must update and provide this information to LDH no later than the contract execution date. The same is applicable to any subcontractor information.

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

3.9 **Subcontracting**

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

3.9.2 If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

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

3.9.4 For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

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

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

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

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

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

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

3.10 **Transition Plan**

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

3.10.1.1 Within ninety (90) calendar days of the contract start date and annually thereafter, with a final transition plan completed no later than six (6) months prior to the end of the contract term, deliver a transition plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard policy and procedures, companion guides, file layouts, phone numbers, website domains, forms and templates, and any additional information that LDH, at its sole discretion feels is necessary to effect a smooth transition to the successor Contractor.

3.10.1.2 Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, systems, file exchanges, data transfers, policies and procedures. All training and materials will be based upon current and complete policies, processes, and procedures. Training will be provided to additional successor Contractor staff as deemed necessary by LDH.

3.10.1.3 Perform a comprehensive inventory and assessment of all documentation including but not limited to policies, procedures, companion guides, and training materials. This documentation inventory and assessment will be completed and delivered to LDH within ninety (90) days of the contract start date and annually thereafter, with a final inventory and assessment completed and delivered no later than six (6) months prior to the end of the contract term. The purpose of the inventory and assessment is to evaluate whether the documentation accurately and completely reflects existing LDH procedures and meets all requirements. Any proprietary or confidential information must be claimed and disclosed to LDH on a privilege log to be included in the assessment.

3.10.1.4 Transfer the Contractor's records to LDH or the successor Contractor, as directed by LDH. This transfer will be conducted in order to prevent any interruption in the records retention

services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The Contractor must complete the transfer within ten (10) business days after request from LDH.

3.10.1.5 Transfer all non-proprietary and non-confidential software, files, programs, source code and documentation in an electronic format to the successor Contractor or to LDH within ten (10) business days after request from LDH.

3.10.1.6 In the event of contract termination, the transition plan must be adhered to within thirty (30) days of written notification unless other appropriate time frames have been mutually agreed upon by both the Contractor and LDH.

3.11 **Compliance With Applicable Laws**

3.11.1 The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the 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 Americans with Disabilities Act of 1990 as amended, and section 1557 of the Patient Protection and Affordable Care Act.

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

3.12 **Insurance Requirements**

3.12.1 Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

3.12.3 *Minimum Scope and Limits of Insurance*

3.12.3.1 *Workers' Compensation Insurance*

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

3.12.3.2 *Commercial General Liability Insurance*

3.12.3.2.1 The Contractor shall obtain and maintain during the life of the contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall

have a minimum limit per occurrence of $1,000,000.00 and a minimum general aggregate of $2,000,000.00. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3.12.3.3 *Insurance Covering Special Hazards*

3.12.3.3.1 Special hazards as determined by LDH shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

3.12.3.4 *Automobile Liability*

3.12.3.4.1 The Contractor shall obtain and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

3.12.3.5 *Professional Liability (Errors and Omissions)*

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

3.12.3.6 *Subcontractor's Insurance*

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

3.12.4 *Deductibles and Self-Insured Retentions*

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

3.12.5 *Other Insurance Provisions*

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

3.12.5.1.1 General Liability and Automobile Liability Coverage

3.12.5.1.1.1 LDH, 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 LDH.

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

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

3.12.5.1.2 Workers’ Compensation and Employers’ Liability Coverage

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

3.12.5.1.3 All Coverage

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

3.12.5.1.3.2 Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

3.12.6 *Acceptability of Insurers*

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

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

3.12.7 *Verification of Coverage*

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

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

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

3.12.8 *Subcontractors*

3.12.8.1 Contractor shall include all subcontractors as insured's under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. LDH reserves the right to request copies of subcontractor's Certificates at any time.

3.12.9 *Workers' Compensation Indemnity*

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

3.13 **Resources Available to Contractor**

3.13.1 The LDH Health Plan Management Section will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

3.14 **Contract Monitor**

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

Rebecca Harris
Louisiana Department of Health
Bureau of Health Services Financing
Health Plan Management
628 North 4th Street, 6th floor
Baton Rouge, LA 70802

3.14.1 Term of Contract

3.14.2 The initial term of this contract shall be three (3) years, commencing on or about the date approximated in the Schedule of Events. With all proper approvals and concurrence with the successful Contractor, LDH may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval required by law shall be obtained. Such written evidence of JLCB approval shall be submitted along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3 year term. The total contract term including any extensions shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

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

3.15 **Payment Terms**

3.15.1 The Contractor shall complete deliverables in accordance with established timelines and shall submit itemized invoices to LDH as defined in the contract terms. Invoices shall be submitted monthly, no later than fifteen (15) calendar days following the month services were rendered, or as defined in

the contract terms. Contractor shall submit a final invoice within fifteen (15) calendar days after termination of the contract.

3.15.2 Payment of invoices is subject to written approval by LDH. Invoice amounts for work performed must be based clearly identifiable deliverables as reflected in written reports submitted with the invoice.

3.15.3 LDH will make every reasonable effort to make payments within thirty (30) business days of the approval of invoices.

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

3.15.5 *Terms of Payment*

3.15.5.1 The Contractor will be paid a per member per month (PMPM) rate, as specified in the contract with LDH, for the total number of members included on the monthly reconciliation Member Enrollment File (filename ANSI ASC X12 834). The PMPM rate shall be inclusive of all costs associated with the performance of deliverables outlined in the contract and shall remain the same regardless of the number of members.

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

4 PROPOSALS

4.1 General Information

4.1.1 Part 4, "Proposals", outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. LDH shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by LDH.

4.1.2 The Proposer must register as a vendor with the Louisiana Procurement and Contract Network (LaPAC) prior to submitting its proposal. The Proposer must include its vendor number on the Certification Statement. Information on registration may be found at https://wwwcfprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.cfm?tab=2.

4.2 Contact After Solicitation Deadline

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

4.3 Code of Ethics

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

4.3.2 Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP must be immediately reported to the Department by Proposer.

4.4 Rejection and Cancellation

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

4.4.1.1 Reject all proposals received in response to this solicitation;

4.4.1.2 Cancel this RFP; or

4.4.1.3 Cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

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

4.5 Contract Award and Execution

4.5.1 LDH reserves the right to:

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

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

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

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

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

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

4.6 Assignments

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

4.7 Determination of Responsibility

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

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

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

4.7.1.3 Is able to comply with the proposed or required time of delivery or performance schedule;

4.7.1.4 Has a satisfactory record of integrity, judgment, and performance; and

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

4.7.2 The Proposer must ensure that its proposal contains sufficient information for LDH to make its determination by presenting acceptable evidence of the above to perform the contracted services.

4.8 Proposal and Contract Preparation Costs

4.8.1 The Proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement. The

Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by LDH.

4.9 Errors and Omissions

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

4.10 Ownership of Proposal

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

4.11 Online Procurement Library/Resources Available to Proposer

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

Louisiana Procurement and Contract network:
https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

Louisiana Department of Health:
http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47

Enrollment Broker Procurement Library:
http://ldh.la.gov/index.cfm/page/2413

4.12 Proposal Submission

4.12.1 All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

4.12.2 Proposer shall submit one (1) original hard copy (the Certification Statement must have original signature signed in ink), two (2) additional hard copies, and five (5) electronic copies (flash drive) of the entire proposal. Proposer shall also provide one (1) electronic copy (flash drive) of its Redacted Proposal, if applicable. All electronic copies must be searchable. No facsimile or emailed proposals will be accepted. The cost proposal should be separately sealed and submitted in the same manner and quantity as the entire proposal: one (1) original hard copy, two (2) additional hard copies, five (5) electronic copies, and one (1) electronic redacted.

4.12.3 Proposals must be submitted via U.S. mail, courier or hand delivered.

If courier mail or hand delivered:

Jenny Borders
Louisiana Department of Health
Bureau of Health Services Financing
628 N. 4th Street, 7th Floor
Baton Rouge, LA 70802

If delivered via U.S. mail:

Jenny Borders
Louisiana Department of Health
Bureau of Health Services Financing
P.O. Box 91030
Baton Rouge, LA 70821

4.13 Proprietary and/or Confidential Information

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

4.13.2 Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the Proposer at the time of submission of its technical proposal and disclosed to LDH on a privilege log.

4.13.3 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44:1 *et seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

4.13.4 The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

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

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, LDH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify LDH and hold LDH harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order LDH to disclose the information. If the owner of the asserted data refuses to indemnify and hold LDH harmless, LDH may disclose the information.

4.13.5 LDH reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting LDH in its evaluation of the proposal. LDH shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

4.13.6 Additionally, any proposal that fails to comply with this section and/or La.R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

4.13.7 If your proposal contains information that you consider confidential, you should submit a redacted copy along with your proposal. If you fail to submit a redacted copy, if will be assumed that you do not claim that any of the information in your proposal is confidential.

4.14 Proposal Format

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

4.14.2 There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of the RFP.

4.15 Requested Proposal Outline

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

4.16 Proposal Content

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

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

4.16.3 The Proposal should define Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services. The proposal should describe in detail all options the proposed solution will make available for the enrollment services, including but not limited to technology, staffing and any planned innovative processes. Details should include a description of capability and strategy to interface with current and future LDH system components. Additionally, the proposal should include a detailed implementation plan that demonstrates the Contractor's proposed schedule to perform all requirements outlined in the RFP.

4.16.4 ***Introduction/Administrative Data***

4.16.4.1 The introductory section should contain summary information about the Proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of the LDH BHSF Health Plan Management Section as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.

4.16.4.2 This introductory section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of quality control, professional practices, supervision, distribution of work, and communication systems. This section should include an organizational chart displaying the Proposer's overall structure.

4.16.4.3 This section should also include the following information:

4.16.4.3.1 Location of administrative office with full-time personnel;

4.16.4.3.2 Name and address of principal officer;

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

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

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

4.16.4.3.6 If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;

4.16.4.3.7 If the Proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and

4.16.4.3.8 Proposer's state and federal tax identification numbers.

4.16.4.4 The following information must be included in the proposal:

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

4.16.5 ***Work Plan/Project Execution***

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

4.16.5.1.1 Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.

4.16.5.1.2 Demonstrate an ability to hire sufficient numbers of staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.

4.16.5.1.3 Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.

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

4.16.5.1.5 Describe approach and strategy for project oversight and management.

4.16.5.1.6 Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes but is not limited to reviewing the quality of services provided and staff productivity.

4.16.5.1.7 Demonstrate an understanding of and ability to implement data collection, analysis, and reporting as needed.

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

4.16.5.1.9 Articulate the ability to develop and implement a Disaster Recovery Plan and Business Continuity Plan in the event of an emergency event.

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

4.16.5.1.11 Identify all assumptions or constraints on tasks.

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

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

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

4.16.5.1.15 Proposers are encouraged to submit report and system samples to demonstrate Proposers' flexible reporting capabilities. Visit www.ldh.louisiana.gov for LDH sample reports.

4.16.5.2 The Proposer should clearly outline the technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution.

4.16.5.3 The Proposer should clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

4.16.6 ***Innovative Concepts***

4.16.6.1 Proposer should include in its proposal innovative concepts for any activity of the enrollment and disenrollment process, including samples and examples.

4.16.6.2 Proposer should include in its proposal, innovative methods for beneficiaries to select an MCO and indicate a provider preference, including but not limited to, the design of an application for a smart phone or tablet device, and the use of text messaging and/or emails to communicate with enrollees.

4.16.7 ***Relevant Corporate Experience***

4.16.7.1 The proposal should indicate the Proposer has a record of prior successful experience in the implementation of the services sought through this RFP. Proposer should include statements specifying the extent of responsibility on prior projects and a description of the project scope and similarity to the project outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by LDH. The Proposer must have, within the last 24 months, served as the prime contractor and implemented a similar type enrollment project. Proposer must provide at least two written customer references for similar projects in at least the last 24 months. References must include the name, email address and telephone number of each contact person.

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

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

4.16.8 ***Personnel Qualifications***

4.16.8.1 The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of Proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix and level of involvement of personnel.

4.16.8.2 Proposer should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

4.16.8.3 Job descriptions, including the percentage of time allocated to the project and the number of personnel, should be included and indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate whether the position will be filled by a subcontractor.

4.16.8.4 Key staff and the percentage of time directly assigned to the project should be identified.

4.16.8.5 Résumés of all known key staff should be included. Résumés should include, but not be limited to:

4.16.8.5.1 Experience with Proposer;

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

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

4.16.8.6 Sufficient qualified staff should be hired and trained by the Contractor to meet the objectives and to carry out the scope of work delineated in the proposal. In addition, sufficient customer service representatives and other staff should be provided to support the level of effort required to comply with this RFP. Staff should be able to effectively communicate with and assist enrollees and potential enrollees.

4.16.8.7 If subcontractor personnel will be used, the Proposer should clearly identify these individuals, if known, and provide the same information requested for the Proposer's personnel.

4.16.9 ***Cultural Competency***

4.16.9.1 Proposer should demonstrate their cultural competency regarding Louisiana. As these services require in-person and/or telephone choice counseling with enrollees as requested, it is important that Proposer have structure and policy that fosters effective communication and relationships with Louisianans and LDH. The proposer should describe how they will: be available for in-person choice counseling within any of Louisiana's diverse 64 parishes when requested by an enrollee or potential enrollee; be proficient in Louisiana dialect and pronunciation; and adapt to the diversity and the cultural contexts of Louisiana communities.

4.16.9.2 If an individual or entity provides choice counseling on the Contractor's behalf under a memorandum of agreement or contract, it is considered an enrollment broker as defined in 42 CFR

§ 438.810(a) and must meet the independence and freedom from conflict of interest standards in 42 CFR § 438.810(b)(1) and (2).

4.16.10 Additional Information

4.16.10.1 As an appendix to the proposal, if available, Proposer should provide copies of any policy and/or procedure manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of Proposer's contingency plans, if available.

4.16.10.2 Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships, or provide explanation if not applicable.

4.16.11 Corporate Financial Condition

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

4.16.11.2 Proposal shall include for each of the last three (3) years, copies of audited financial statements, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project.

4.16.11.3 Accounting ratios to determine the liquidity, leverage, activity, profitability and solvency will be computed based upon the data contained in the financial statements. Ratios that may be computed include cash, current, debt to equity, debt to assets, and solvency.

4.16.12 Cost and Pricing Analysis

4.16.12.1 Proposer shall specify costs for performance of deliverables. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.

4.16.12.2 Proposer shall submit the breakdown for the duration of the contract to demonstrate how cost was determined. Proposer shall complete a cost proposal (Appendix E) in the format provided to be considered for award.

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

4.17 **Waiver of Administrative Informalities**

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

4.18 **Withdrawal of Proposal**

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

4.19 **Proposer's Cooperation**

4.19.9 Any Proposer has the duty to fully cooperate with LDH and provide any and all requested information, documentation, etc. to LDH when requested. This applies even if an eventual contract is terminated

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

4.20 **Commissioner's Statements**

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

5 EVALUATION AND SELECTION

5.1 Evaluation Criteria

5.1.1 The following criteria will be used to evaluate proposals:

5.1.1.1 The proposal will be scored based upon the evaluation criteria table.

5.1.1.2 Technical evaluations will be conducted by a Proposal Review Committee.

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

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

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

5.1.2 *Cost Evaluation*

5.1.2.1 Proposer shall receive cost points based upon the following formula:

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

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

5.1.3 *Veteran Initiative / Hudson Initiative Small Entrepreneurship Program*

5.1.3.1 Ten points of the total evaluation points of this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship, or who will engage the participation of one or more certified Veteran or Hudson Initiative small entrepreneurships as subcontractors.

5.1.3.2 Proposer Status and Reserved Points:

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

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

5.1.3.2.1.2 Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors. Points will be allocated based on the following criteria:

5.1.3.2.1.2.1 The number of certified small entrepreneurships to be utilized;

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

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

5.1.4 *Evaluation Criteria and Assigned Points*

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

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

5.2 On Site Presentation/Demonstration

5.2.1 LDH will not require On-Site Presentations or Demonstrations for the purposes of this RFP.

5.3 Proposal Review Committee

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

5.4 Administrative and Mandatory Screening

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

5.5 Clarification of Proposals

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

5.6 Best and Final Offers (BAFO)

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

5.6.2 The written invitation will not obligate LDH to a commitment to enter into a contract.

5.7 Announcement of Award

5.7.1 The contract award is to be made to the Proposer with the overall highest points meeting the specifications contained in this RFP.

5.7.2 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 overall highest score.

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

5.7.4 The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44:1 *et seq.*), selection memorandum along with list of criteria used and the weight assigned to each criteria, individual and overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

5.7.5 Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the Louisiana Chief Procurement Officer within fourteen (14) calendar days after the award has been announced by the agency.

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

6 SUCCESSFUL CONTRACTOR REQUIREMENTS

6.1 Confidentiality of Data

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

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

6.2 Taxes

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

6.3 Fund Use

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

7 CONTRACTUAL INFORMATION

7.1 Contract

7.1.1 The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Appendix C) including its attachments and exhibits, this RFP (including its attachments, amendments, and addenda), and the Contractor's proposal. Appendix C contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the contract and supplements, the following will be incorporated into the contract awarded through this RFP:

7.1.2 *Personnel Assignments*

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

7.1.3 *Force Majeure*

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

7.1.4 *Order of Precedence*

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

7.1.5 *Entire Agreement*

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

7.1.6 *Board Resolution/Signature Authority*

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

7.1.7 *Warranty to Comply with State and Federal Regulations*

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

7.1.8 *Warranty of Removal of Conflict of Interest*

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

7.1.8.2 Pursuant to 42 CFR §438.810, the enrollment broker and its subcontractor(s) shall be free from conflict of interest. The enrollment broker or its subcontractor(s) is not considered free

from conflict of interest if any person who is the owner, employee, or consultant of the enrollment broker or subcontractor or has any contract with them has any direct or indirect financial interest in any entity or healthcare provider that furnishes services in the State in which the broker or subcontractor provides enrollment services; has been excluded from participation under Title XVIII or XIX of the Social Security Act; has been debarred by any federal agency; or has been, or is now, subject to civil money penalties under the Act.

7.1.9 *Corporation Requirements*

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

7.1.9.1.1 If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.1.9.1.2 If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, it must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.

7.1.9.1.3 The Contractor must provide written assurance to LDH from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

7.1.10 *Contract Controversies*

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

7.1.11 *Right To Audit*

7.1.11.1 The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal business hours for this purpose.

7.1.12 *Contract Modification*

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

7.1.13 *Severability*

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

7.1.14 *Applicable Law*

7.1.14.1 This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

7.2 Mutual Obligations and Responsibilities

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

7.3 Performance Bond

7.3.1 The Contractor shall be required to establish and maintain a performance bond equal to two (2) million dollars ($2,000,000.00) for as long as the contractor has contract-related liabilities, or ninety (90) calendar days following the termination date of this contract, whichever is later, to guarantee: (1) payment of the Contractor's obligations to LDH and (2) performance by the Contractor of its obligations under this contract.

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

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

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

7.4 Indemnification and Limitation of Liability

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

7.4.2 The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LDH 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 LDH. If applicable, Contractor will indemnify, defend and hold LDH 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 LDH 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 LDH 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, LDH or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

7.4.4 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for LDH 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 LDH up to the dollar amount of the Contract.

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

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

7.5 <u>Termination</u>

7.5.1 *Termination For Cause*

7.5.1.1 LDH may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that LDH 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 LDH may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

7.5.1.2 Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LDH to comply with the terms and conditions of this contract provided

that the Contractor shall give LDH written notice specifying LDH's failure and a reasonable opportunity for LDH to cure the defect.

7.5.2 *Termination For Convenience*

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

7.5.3 *Termination For Non-Appropriation Of Funds*

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

7.6 <u>Independent Assurances</u>

7.6.1 The Contractor and/or subcontractors, as performing a key internal control, shall submit an independent SOC 2Type II audit, in accordance with SSAE-16 standards, to ensure appropriate design and operating effectiveness of controls implemented to process enrollments and to submit enrollment data in accordance with the policies and procedures for the Louisiana Medicaid line of business. When required by LDH, the contractor shall 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.

7.6.2 The audit firm will submit to LDH and/or the 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.

7.6.3 Such audits shall be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to LDH. The cost of the audit is to be borne by the Contractor.

8 APPENDICES:

A: Veteran and Hudson Initiatives

B: Certification Statement

C: LDH Standard Contract Form (CF-1)

D: HIPAA Business Associate Addendum

E: Cost Worksheet

F: Enterprise Architecture Integration Requirements

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

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

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

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

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

Proposer Status and Reserved Points

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

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

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

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

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

Appendix B: Certification Statement

CERTIFICATION STATEMENT

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

OFFICIAL CONTACT: The State requests that the Proposer designate one person to receive all documents and communications in relation to this RFP. Identify the contact name and fill in the information below:

PROPOSER	
VENDOR NUMBER	*(See Section 4.1.1 for more information)*
DATE	
OFFICIAL CONTACT NAME	
EMAIL ADDRESS	
FAX NUMBER	
PHONE NUMBER	
STREET ADDRESS	
CITY, STATE, ZIP	

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

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

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

Authorized Signature (Electronic or Photocopy Signature NOT allowed)

Printed Name of Authorized Signature

Date

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

LDH - CF - 1
Revised: 2017-02

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV:
LDH:

Agency Name...

Agency #

AND

FOR

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

INCLUDE RFP NUMBER (if applicable):

1) **Contractor (Registered Legal Name)**

2) **Street Address**

City | **State** LA | **Zip Code**

3) **Telephone Number**

4) **Mailing Address (If different)**

City | **State** | **Zip Code**

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

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

7) **License or Certification #**

8) Contractor Status

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

8a) **CFDA#(Federal Grant #)**

9) **Brief Description Of Services To Be Provided:**

10) **Effective Date**

11) **Termination Date**

12) **Maximum Contract Amount**

13) **Amounts by Fiscal Year**

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

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:

First Name | **Last Name**

Title | **Phone Number**

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

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

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

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

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

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

3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five (5) year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:
    - Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
    - Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
    - Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
    - Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.

    Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
    - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)). Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

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

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

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

21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1299.39 provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons

when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

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

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

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

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

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

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

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

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

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

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

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

33. **Order of Precedence Clause**: In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by

the provisions of the RFP, and then by the terms of the Contractor's proposal. This Order of Precedence Clause applies only to contracts that resulted from an RFP.

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

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

HIPAA Business Associate Addendum

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

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

   A. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.

   B. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "healthcare provider", "health information", "health plan", "protected health information" ("PHI"), "Subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.

   C. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.

   D. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and Subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), Contractor shall ensure that any agents, employees, Subcontractors or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or Subcontractors' actions or omissions do not cause Contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq*. At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

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

Appendix E: Cost Worksheet

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

Instructions: Completing the Cost Worksheet

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

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

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

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

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

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

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

(Line 6) Projections: Estimated annual projections pre-populated by LDH, which shall be used as the denominator to determine the proposed rate.

(Line 7) Proposed Rate: Calculated proposed rate represented for Cost for a specific contract year, and the total contract term.

Enrollment Broker Services

PROPOSER:						
Line	ITEMIZED COSTS	**A**	**B**	**C**	**D**	**F**
		YEAR 1 (2/1/18 -6/30/18)	YEAR 2 (7/1/18-6/30/19)	YEAR 3 (7/1/19-6/30/20)	YEAR 4 (7/1/20-1/31/21)	TOTAL CONTRACT COST
1	Salary and Wages					
2	Related Benefits					
3	Operating Expenses					
4	Subcontracts					
5	**TOTALCOSTS**					
6	Projected Linkages (per month)	1,584,416	1,610,805	1,632,943	1,634,304	
7	**PROPOSED PMPM RATE** (= Total Cost / Linkages)					

OVERVIEW

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

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

The table below lists the specific component software.

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

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

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

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

Available Connectors and APIs

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

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

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

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

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

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