



**Office of State Procurement
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement
has reviewed and approved the contract referenced below.**

Reference Number: 2000224865

Vendor: Maximus Health Services

Description: Enrollment broker services for Medicaid recipients.

Approved By: Pamela Rice

Approval Date: 12/31/2016

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV: 2000224865

Bureau of Health Services Financing

LDH:

Agency #

Medical Vendor Administration

AND

Maximus Health Services Inc.

FOR

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

INCLUDE RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name) Maximus Health Services Inc.			5) Federal Employer Tax ID# or Social Security # 54100058800 (Must be 11 Digits)		
2) Street Address 1891 Metro Center Drive			6) Parish(es) Served ST		
City Reston	State VA	Zip Code 20190	7) License or Certification #		
3) Telephone Number (703) 251-8500			8) Contractor Status		
4) Mailing Address (if different)			Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
			Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
			For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
			Publicly Traded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
City	State	Zip Code	8a) CFDA#(Federal Grant #)		

9) Brief Description Of Services To Be Provided:
Contractor will provide support services for Medicaid enrollees including choice counseling, mailing of confirmation letters and welcome packets, customer service related to re-enrollment, disenrollment activities, and auto-assignment of enrollees based on eligibility files and electronic algorithms.

10) Effective Date 11-01-2016	11) Termination Date 04-30-2017
12) Maximum Contract Amount \$ 6,787,579.00	
13) Amounts by Fiscal Year FY17 \$6,787,579.00	

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 shall submit itemized invoices no later than 15 days following the month of services. Payment for MCO activities and call assistance activities will be calculated by multiplying the total number of members by the PMPM rate of \$0.72. Should the total number of members be greater than 1,250,000, the PMPM rate shall increase by \$0.02 for each member above the 1,250,000 threshold. In addition, the Contractor will be reimbursed the actual cost of postage incurred on a monthly basis for members.

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 Steven	Last Name Lazarus
	Title Medicaid Deputy Director	Phone Number 225-342-0327

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

Attachment A: HIPAA Addendum
Attachment B: Statement of Work

Exhibit 1: Board Resolution
Exhibit 2: Disclosure of Ownership
Exhibit 3: Out of State Justification
Exhibit 4: Resume

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.
 Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.
2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.
 Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797 and one (1) copy of the audit shall be sent to the originating LDH Office.
4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74.53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third-party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third-party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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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:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o 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. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.~~

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
31. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
32. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
33. **Order of Precedence Clause:** ~~In the event of any inconsistent or incompatible provisions, 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.~~

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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.

Maximus Health Services Inc.



SIGNATURE

DATE

~~Bruce L. Gaswell~~

Adam Polatnick

NAME

~~President~~

Vice President

TITLE

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

SIGNATURE

DATE

NAME

Secretary, Louisiana Department of Health or Designee

TITLE

Medical Vendor Administration

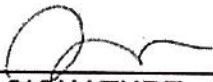
SIGNATURE

DATE

NAME

TITLE

Bureau of Health Services Financing



12/21/16

SIGNATURE

DATE

Jen Steele

NAME

Medicaid Director

TITLE

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV: 2000224865

LDH:

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Medical Vendor Administration

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Maximus Health Services Inc.

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INCLUDE RFP NUMBER (if applicable):

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	Title Medicaid Deputy Director	Phone Number 225-342-0327

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For info
Jen Steele
12/28/16
AD
2/22/16

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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:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o 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. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.~~

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
31. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
32. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
33. **Order-of-Precedence-Clause:** ~~In the event of any inconsistent or incompatible provisions, 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.~~

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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.

Maximus Health Services Inc.


SIGNATURE _____ DATE _____
~~Bruce L. Caswell~~ Adam Polatnick
NAME _____
~~President~~ Vice President
TITLE _____


Medical Vendor Administration

SIGNATURE _____ DATE _____
NAME _____
TITLE _____

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

SIGNATURE _____ DATE _____
NAME _____
Secretary, Louisiana Department of Health or Designee
TITLE _____

Bureau of Health Services Financing

 12/21/16
SIGNATURE _____ DATE _____
Jen Steele
NAME _____
Medicaid Director
TITLE _____

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Goal / Purpose

To provide support services and further the general welfare of Louisiana Medicaid eligible citizens through choice counseling, enrollment, and disenrollment into Medicaid's managed care program, consistent with federal and state Medicaid requirements.

- 1.1 The contractor shall provide the Department with comprehensive Enrollment Broker and related support services in accordance with the deliverables.
- 1.2 As used in contract, "Enrollment Broker" means an individual or entity that performs enrollment services, which includes but is not limited to outreach and education, choice counseling and enrollment activities. See 42 CFR §438.810. For purposes of this contract, Enrollment Broker services include "enrollment services" as defined in 42 CFR §438.810(a), as well as related services described in this contract, whether or not such services are within the scope of enrollment services as defined in federal regulations.
- 1.3 In accordance with 42 CFR §438.810(b)(1), Enrollment Broker activities shall be delivered by an independent external entity which is not a Louisiana contracted managed care entity, and neither owns or controls, nor is owned or controlled by a Louisiana contracted managed care entity. This prohibition extends to subcontractors of the enrollment broker contractor.
- 1.4 At a minimum, the Contractor will:
 - 1.4.1 assure the targeted populations receive timely and adequate information and education;
 - 1.4.2 assure the targeted populations receive choice counseling in the manner of their choosing either face-to-face or via telephone, about managed care delivery systems;
 - 1.4.3 assure the targeted populations receive choice counseling in the manner of their choosing either face-to-face or via telephone, about managed care delivery systems;
 - 1.4.4 perform all functions directly related to the enrollment of individuals with the managed care system of their choice in which they are eligible; and
 - 1.4.5 create and distribute member education and enrollment information by mail.
- 1.5 Additional eligibility groups may be added upon approval from Centers for Medicare Medicaid Services and/or the Department. Regardless of the number of members, the PMPM rate shall be paid in accordance with the Terms of Payment.

Deliverable

- 1.6 The Contractor will complete deliverables in accordance with the requirements in this section.
 - 1.6.1 Reporting: The Contractor shall comply with the required timelines for delivery of all reporting requirements. Although the State has indicated the reports that are required, the Contractor may suggest additional reports. The State also reserves the right to require additional reports beyond what is

included in this document. All report formats must be approved by the State. Reports require State approval before being considered final.

- 1.6.2 Auditing: The Contractor shall perform audits throughout the course of their contract. The State will approve audit schedules and the mechanisms by which these will be completed.
- 1.6.3 Monitoring: The Contractor shall monitor and evaluate the project progress and shall identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of project status reporting or other formats deemed necessary by the State. The Contractor shall meet with the State on a regular basis, as determined the State Contract Monitor.
- 1.6.4 General Requirements
 - 1.6.4.1 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.
 - 1.6.4.2 The Contractor shall:
 - 1.6.4.2.1 Assist all eligible and potentially eligible individuals throughout the State of Louisiana with enrolling into MCOs or alternative Medicaid managed care programs.
 - 1.6.4.2.2 Assist and educate all managed care enrollees and potential enrollees with their selection of the most appropriate managed care organization based on their eligibility and category of assistance taking into account such factors as: individual's health care needs, previous relationship with a managed care provider, the needs of the individual's family members and managed care system capacity.
 - 1.6.4.2.3 Maintain the secure systems necessary to support all of the functional areas while supporting Medicaid eligibles, enrolled members of the MCOs, provider listings for the managed care entities and for any alternative managed care system.
 - 1.6.4.2.4 Electronically linking and/or disenrolling a member retroactively from an MCO as necessary, based on member eligibility or at the request of LDH.
 - 1.6.4.2.5 Serve as a centralized repository for all MCOs within the Medicaid system with the ability to:
 - 1.6.4.2.5.1 Receive and accurately process eligibility files received from LDH or LDH designees.
 - 1.6.4.2.5.2 Determine the MCO for which the member is eligible and process accordingly.
 - 1.6.4.2.5.3 Accept updates/changes to eligibility files and apply changes appropriately
 - 1.6.4.2.5.4 Identify and transition members from one managed care system to another managed care system as eligibility dictates.

- 1.6.4.2.6 Ensure multiple access channels to enroll and sufficient administrative support to timely process member inquiries. The enrollment process must allow members the opportunity for self-service by maximizing access through a web-based approach that is supplemented by additional electronic means, including but not limited to e-mail, facsimile and Interactive Voice Response (IVR).
- 1.6.4.2.7 Provide timely and accurate management reporting that supports decision making for all programs as specified by LDH.
- 1.6.4.2.8 Maximize the number of opportunities for potential enrollees and enrollees to obtain objective, unbiased information.
- 1.6.4.2.9 Assist LDH in providing superior enrollment materials to potential enrollees and enrollees that contain information to assist in the selection of a managed care program.
- 1.6.4.2.10 Ensure that superior enrollment materials are available and in accessible form to all populations, including individuals who have limited reading comprehension and/or who are non-English speaking.
- 1.6.4.2.11 Establish a call center to support Enrollment Broker and support services inquiries. Call center staff must be capable of handling and responding to inquiries regarding all aspects of managed care programs and services provided by LDH.
- 1.6.4.2.12 Coordinate and collaborate with LDH to ensure eligible individuals are informed, educated and provided the assistance required to select an appropriate MCO (Choice Counseling).
- 1.6.4.2.13 Ensure that the targeted populations receive choice counseling in the manner of their choosing, either face-to-face or via telephone.
- 1.6.4.2.14 Comply with the information requirements of 42 CFR §438.10 to ensure that before enrolling, the potential enrollee receives from the Enrollment Broker, the accurate oral and written information he or she needs to make an informed decision. This information shall be provided in accordance with Social Security Act §1932 and 42 CFR §438.104, in an objective, non-biased fashion that neither favors nor discriminates against any managed care provider.
- 1.6.4.2.15 Comply with all rules and regulations concerning the enrollment and disenrollment procedures including but not limited to: notification requirements concerning disenrollment rights, enrollment rights, and right to request and obtain information concerning enrollment/disenrollment and provide such information within the timeframe specified by LDH.
 - 1.6.4.2.15.1 Adhere to all Medicaid State and Federal rules, regulations, policies and procedures regarding enrollment and reenrollment.

- 1.6.4.2.15.2 Adopt and adhere to LDH's approved procedures for member and MCO initiated disenrollment requests.
 - 1.6.4.2.16 Be the primary contact for all managed care eligible/enrollees and educate and enroll eligible individuals into the appropriate MCO.
 - 1.6.4.2.17 Be the single point of contact to members and MCOs for notification of enrollment, disenrollment and transfers.
 - 1.6.4.2.18 Have the ability to systematically retro-disenroll members upon notification of change in eligibility status from LDH or its designee.
- 1.6.5 The state reserves the right to delegate enrollment broker functions of information requirements pursuant to 42 CFR §438.6, 42 CFR §438.10, and 42 CFR §438.100 to the managed care entities.
- 1.6.6 Programmatic Requirements
 - 1.6.6.1 The enrollment process shall include, at a minimum, policies and procedures that address Choice Counseling, Enrollment, Disenrollment and Transfer requests.
 - 1.6.6.2 Choice Counseling
 - 1.6.6.2.1 The Contractor will accept eligibility files identifying managed care eligibles from LDH or its designee from which they will identify the appropriate managed care system for which a member is eligible.
 - 1.6.6.2.2 Within two (2) days of receipt of eligibility files received from LDH or its designee, the Contractor must (1) evaluate and identify individuals eligible to participate in a managed care system and (2) link the individual to an MCO provider within the appropriate system of care.
 - 1.6.6.2.3 The Contractor must accept all MCO choices and, when applicable, provide choices as appropriate for Medicaid enrollees or potential enrollees as indicated on the Medicaid financial application.
 - 1.6.6.2.4 The Contractor will use the approved LDH auto-assignment algorithm to auto-assign individuals who have not identified their managed care choice into the appropriate system of care.
 - 1.6.6.2.5 The Contractor must identify and transfer eligible individuals from one MCO to another MCO within the same system of care and across different systems of care, both retroactively and prospectively.
 - 1.6.6.2.6 The Contractor must notify the managed care enrollee, by mail, of the MCO plan they are assigned either by choice or through the auto-assignment algorithm. The

notification will include language advising the enrollee of their right to change MCOs within the first ninety (90) days from the date of the notification.

- 1.6.6.2.7 The Enrollment Broker must notify LDH of any changes in contact information or living arrangements for families or individual members within five (5) business days of identification, including changes in mailing address, residential address if outside Louisiana, e-mail address and telephone number. The manner and format of notification will be determined by LDH.
- 1.6.6.2.8 As required by CFR §438.71, the enrollment broker must perform outreach to enrollees and/or authorized representatives and be accessible in multiple ways including phone, internet, in-person, and via auxiliary aids and services when requested. The EB may provide training to partner community organizations involved in outreach activities and community events. Advertising and outreach materials for outreach activities and events will be the responsibility of the contractor. Upon request for an in-person outreach, the EB will coordinate with designated community organizations to facilitate the request for the enrollee.
- 1.6.6.2.9 Using Medicaid eligibility information provided by LDH or its designee, the Contractor must compile and mail an enrollment informational packet to all new enrollees. The enrollment informational packet must be approved by LDH and will consist of all required information from each applicable managed care system and include a detailed comparison chart, when necessary or as specified by LDH.
- 1.6.6.2.10 The Contractor must offer multi-lingual materials in alternative formats, large print, and/or Braille when needed. This material must explain the managed care systems for which they are eligible.
- 1.6.6.2.11 The Contractor shall be responsible for the compilation of materials for each managed care entity within all managed care systems.
- 1.6.6.2.12 The Contractor shall be responsible for the printing of materials for all informational packets. The informational packet may include, but is not limited to, the following:
 - 1.6.6.2.12.1 An MCO comparison chart specific to the managed care system, created by the Contractor;
 - 1.6.6.2.12.2 Confirmation letter, incorporating a format approved by LDH, but with language provided by the Contractor, explaining the ninety (90) day grace period deadline; and
 - 1.6.6.2.12.3 A business reply by mail envelope.
- 1.6.6.2.13 The Contractor shall ensure informational kits are available for eligibles electronically and in hard copy form through Medicaid Eligibility offices. Individuals who attend a face-to-face meeting at any Medicaid Eligibility office can take the

informational kit home to review or discuss their options with other family members.

- 1.6.6.2.14 The importance of early selection of a managed care system shall be emphasized, especially if the potential enrollee indicates priority health needs.
- 1.6.6.2.15 The Contractor shall provide unbiased information to individuals regarding health plans and managed care systems.
- 1.6.6.2.16 The Contractor shall inform the enrollee that each member of a family unit will be given the opportunity to select the same MCO if eligible to participate in that system of care.
- 1.6.6.2.17 The Contractor shall be responsible for identifying any barriers which hinder the enrollee, and where special assistance is needed for individuals who are visually or hearing impaired or have physical or mental disabilities.
- 1.6.6.2.18 LDH reserves the right to require the development of other managed care informational packets as necessary for any additional or alternative managed care system that may be developed.

1.6.6.3 Proactive Member Selection of an MCO

- 1.6.6.3.1 The Contractor will accept eligibility files identifying managed care eligibles from LDH or its designee from which they will identify the appropriate managed care system for which the member is eligible.
- 1.6.6.3.2 If the enrollment file has an MCO choice indicator, the Contractor must be able to automatically assign the eligible to the MCO selected by the enrollee, if appropriate, unless the MCO has been sanctioned by LDH.
- 1.6.6.3.3 If the eligible is unable to be assigned to the MCO of their preference, the eligible will be auto-assigned to an MCO utilizing the auto-assignment algorithm approved by LDH.

1.6.6.4 Automatic Assignment

- 1.6.6.4.1 Eligibles who did not proactively select an MCO will be automatically assigned to a managed care system utilizing the automatic assignment algorithm specific to the system of care designed by LDH.
- 1.6.6.4.2 Members will then have ninety (90) days to contact the Contractor and transfer MCOs without cause.
- 1.6.6.4.3 The Contractor shall identify eligibles who did not proactively identify their managed care choice.

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

1.6.6.4.4.1 Existing family member enrollment;

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

1.6.6.4.4.3 The MCO's quality measures.

1.6.6.5 Effective Date Of Enrollment

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

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

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

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

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

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

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

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

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

1.6.6.5.6 Apply eligible's MCO choice.

- 1.6.6.5.7 If choice of MCO is not indicated in the new eligible file transmitted by LDH or its designee to the Contractor, the Contractor shall auto-assign the new eligible utilizing the LDH approved auto-assignment algorithm specific to the system of care. The Contractor shall also mail a notification indicating the automatic assignment. This notification must detail the managed care plan assignment, the ninety (90) day grace period prior to lock in and instructions on how to change managed care plans.
- 1.6.6.5.8 Encourage the continuation of existing, satisfactory relationship between eligible and provider.
- 1.6.6.5.9 Establish a process that automatically enrolls newborns into the mother's MCO when applicable.
- 1.6.6.5.10 Identify changes in a member's eligibility and transfer individuals from one MCO to another MCO within the same system of care and across different systems of care, both retroactively and prospectively.
- 1.6.6.5.11 Securely transfer member eligibility information to all appropriate MCO programs.
- 1.6.6.5.12 Have a mechanism in place that allows transmittal of demographic updates to all members' current and historical MCOs.
- 1.6.6.5.13 Ensure the ongoing enrollment process for enrollees is consistent, effective, service-oriented and continually pursuing opportunities for improvement.
- 1.6.6.5.14 Work collaboratively with LDH to monitor enrollment objectivity by auditing telephone calls and reviewing monthly plan change reports.

1.6.6.6 Disenrollment

- 1.6.6.6.1 Disenrollment is any action taken by LDH or its designee to terminate a member's participation in an MCO. Disenrollment may occur voluntarily, per the member's request or involuntarily as a result of a determination made by LDH or its designee.
- 1.6.6.6.2 At a minimum, the Contractor shall:
 - 1.6.6.6.2.1 Develop and implement processes to accept written requests for involuntary disenrollment. The request must be submitted utilizing the appropriate Request for Member Disenrollment form (See Procurement Library) which must include, at a minimum:
 - 1.6.6.6.2.1.1 The member's name;
 - 1.6.6.6.2.1.2 The member's Medicaid ID number; and
 - 1.6.6.6.2.1.3 Detailed reasons for requesting the disenrollment

- 1.6.6.6.2.2 Implement a procedure for gathering data needed to render a decision about the appropriateness of the request for disenrollment and transmitting that data to LDH or its designee for decision within established timeframes.
- 1.6.6.6.2.3 If the disenrollment request is approved, notify the member in writing of the action taken and give the member the opportunity to select another MCO with which they are eligible to participate or file a request for a State Fair Hearing. In all cases, the MCO shall continue to coordinate and provide care until the member has been disenrolled.
- 1.6.6.6.2.4 If the disenrollment request is member initiated and denied by LDH, notify the member in writing of the action and advise of their right to file a request for a State Fair Hearing.
- 1.6.6.6.3 The effective date of disenrollment shall be no later than the first day of the second month following the calendar month the request for disenrollment is filed.
- 1.6.6.6.4 If LDH or its designee fails to make a disenrollment determination by the first day of the second month following the month in which the request for disenrollment is filed, the disenrollment is considered approved.
- 1.6.6.6.5 LDH, the MCO and the Contractor shall reconcile enrollment/disenrollment issues at the end of each month utilizing an agreed upon procedure.
- 1.6.6.6.6 Voluntary Disenrollment
 - 1.6.6.6.6.1 Member Disenrollment Request With Cause
 - 1.6.6.6.6.2 A member may request disenrollment from an MCO, for cause, at any time by submitting an oral or written request. The following circumstances are cause for disenrollment by member request:
 - 1.6.6.6.6.2.1 The member moves out of the entity's service area;
 - 1.6.6.6.6.2.2 The entity does not, because of moral or religious objections, cover the service the member seeks;
 - 1.6.6.6.6.2.3 The member requests to be assigned to the same entity as family members; or
 - 1.6.6.6.6.2.4 The member needs related services to be performed at the same time, not all related services are available within the managed care system and the member's provider or another provider determines that receiving the services separately would subject the member to unnecessary risk.
 - 1.6.6.6.6.3 Other reasons include, but are not limited to:

- 1.6.6.6.3.1 Poor quality of care;
- 1.6.6.6.3.2 Lack of access to services covered under the contract; or
- 1.6.6.6.3.3 Documented lack of access to providers experienced in dealing with the member's healthcare needs.

1.6.6.6.4 Member Disenrollment Request Without Cause

1.6.6.6.5 A member may request disenrollment from an MCO, without cause, by submitting an oral or written request under the following circumstances:

- 1.6.6.6.5.1 During the ninety (90) days following the date of the member's initial enrollment, or during the ninety (90) days following the postmark date of the member's notification of enrollment, whichever is later;
- 1.6.6.6.5.2 Once every 12 months thereafter during the member's annual open enrollment period;
- 1.6.6.6.5.3 Upon automatic re-enrollment under 42 CFR §438.56, if a temporary loss of Medicaid eligibility has caused the member to miss the annual disenrollment opportunity; or
- 1.6.6.6.5.4 If LDH imposes the intermediate sanction provisions specified in 42 CFR §438.702(a)(3).

1.6.6.6.7 Involuntary Disenrollment

1.6.6.6.7.1 MCO Requests for Member Disenrollment

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

- 1.6.6.6.7.2.1 The member's fraudulent use of ID card(s);
- 1.6.6.6.7.2.2 The member has expired;
- 1.6.6.6.7.2.3 The member is incarcerated; or
- 1.6.6.6.7.2.4 The member has established residency in another state.

1.6.6.6.7.3 LDH Initiated Request For Disenrollment

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

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

- 1.6.6.6.7.4.1 Termination of contract between the MCO and LDH;
- 1.6.6.6.7.4.2 The member's eligibility changes;
- 1.6.6.6.7.4.3 Loss of Medicaid functional and/or financial eligibility or loss of MCO enrollment eligibility;
- 1.6.6.6.7.4.4 Death of a member;
- 1.6.6.6.7.4.5 Member's intentional submission of fraudulent information;
- 1.6.6.6.7.4.6 Member becomes an inmate in a public institution;
- 1.6.6.6.7.4.7 Member establishes residency in another state;
- 1.6.6.6.7.4.8 Implementation of a decision by a hearing officer in an appeal proceeding by the member against the MCO or as ordered by a court of law; or
- 1.6.6.6.7.4.9 Other reasons as specified by LDH.

1.6.6.6.8 Limitations on Enrollment

- 1.6.6.6.8.1 The contractor shall not require groups to enroll in an MCO entity pursuant to 42 CFR §438.50(d)

1.6.6.7 Member Related Material

- 1.6.6.7.1 Contractor is responsible for producing materials outlined below, and at a schedule as approved by the Department.
- 1.6.6.7.2 Contractor will be reimbursed only actual postage for mailings approved by the Department.
- 1.6.6.7.3 LDH will approve standard communications to enrollees and potential enrollees, including but not limited to standard forms, letter templates, and general notices or bulletins.
- 1.6.6.7.4 Contractor designed material shall incorporate the LDH Brand. This shall be achieved by using templates and designs provided by LDH.
- 1.6.6.7.5 The Contractor will utilize materials approved by LDH for outreach efforts, mailing or distribution to enrollees, in conjunction with materials produced by the Contractor.
- 1.6.6.7.6 All member-related materials must be at or below a 6.9 grade level, as determined by any one of the indices below, taking into consideration the need to incorporate and explain certain technical or unfamiliar terms to assure accuracy:
 - 1.6.6.7.6.1 Flesch – Kincaid;

- 1.6.6.7.6.2 Fry Readability Index;
- 1.6.6.7.6.3 PROSE The Readability Analyst (software developed by Educational Activities, Inc.);
- 1.6.6.7.6.4 Gunning FOG Index;
- 1.6.6.7.6.5 McLaughlin SMOG Index; or
- 1.6.6.7.6.6 Other computer generated readability indices accepted by LDH.
- 1.6.6.7.7 Member related material must be printed in at least ten-point font, preferably twelve-point font.
- 1.6.6.7.8 The Contractor shall make all enrollment and annual open enrollment notices, and informational and instructional materials available upon request and prepared in an easily understood language, format and manner by enrollees and potential enrollees, including Individuals with intellectual and developmental disabilities. The Contractor shall make written information available in prevalent non-English languages as determined by LDH. The Contractor must provide adequate assurances to LDH regarding the accuracy of the translated materials.
- 1.6.6.7.9 The Contractor shall ensure that translation services are available for written material developed by the Contractor for any language that is spoken as a primary language for four percent (4%) or more enrollees or potential enrollees.
- 1.6.6.7.10 The contractors shall notify enrollees or potential enrollees of this availability.
- 1.6.6.7.11 Within ninety (90) calendar days of notice from LDH, materials must be translated and made available.
- 1.6.6.7.12 Materials must be made available at no charge in prevalent non-English languages upon LDH request to assure a reasonable chance for all members to understand how to select the MCO as specified in 42 CFR §438.10(c)(4) and (5).
- 1.6.6.7.13 A list of preferred language by parish can be found in the Procurement Library.
- 1.6.6.7.14 The Contractor shall make oral interpretation services available free of charge to enrollees and potential enrollees, and inform the enrollees:
 - 1.6.6.7.14.1 Oral interpretations are available in any language;
 - 1.6.6.7.14.2 Written information is available in prevalent languages; and
 - 1.6.6.7.14.3 How to access the interpretation services and written information.
- 1.6.6.7.15 Written material must be available in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency. All enrollees and potential

enrollees must be informed that information is available in alternative formats and how to access those formats.

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

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

1.6.6.8 Alternative Managed Care Program

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

1.6.6.9 Telephonic Information Hotline/Call Center

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

1.6.6.9.2 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.

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

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

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

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

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

- 1.6.6.9.2.5.1 Five (5) minutes for the first three (3) months of operation; and
- 1.6.6.9.2.5.2 Two (2) minutes after the first three (3) months of operation.
- 1.6.6.9.2.5.3 After the allotted wait time, calls must be rolled over to an automatic attendant for messaging.
- 1.6.6.9.2.6 The toll-free number shall be staffed at levels sufficient to ensure that abandonment rates do not exceed five (5) percent, to be computed on a daily basis.
- 1.6.6.9.2.7 The toll-free number shall be staffed at levels sufficient to ensure that incoming calls receiving a busy signal does not exceed one (1) percent, to be computed on a daily basis.
- 1.6.6.9.3 Call center agents will provide assistance to callers with questions related to enrollment procedures.
- 1.6.6.9.4 The Contractor must develop and implement a plan to sustain call center performance levels in situations where there is high call volume or low staff availability. Such situations may include, but are not limited to, increases in call volume, emergency situations (including natural disasters such as hurricanes), and staff in training, staff illnesses and vacations.
- 1.6.6.9.5 Within thirty (30) days prior to implementation, the Contractor shall submit a training and evaluation module for call center staff to ensure adequate knowledge of Louisiana Medicaid programs, including the various Medicaid managed care systems and any other covered program. The training module must be approved by LDH before implementation.
- 1.6.6.9.6 The Contractor shall alert the Department within thirty (30) minutes of awareness, preferably in writing via email or fax, when there is difficulty with the phone line. The Contractor shall have the capability to monitor the telephone lines on-line for quality control.
- 1.6.6.9.7 The Contractor must have the capability to record all telephone activity for accuracy monitoring and be able to provide recordings to LDH upon request within twenty-four (24) hours. All recordings must be maintained for a period of five (5) years.
- 1.6.6.9.8 Within thirty (30) days of implementation, the Contractor shall submit call center quality criteria and protocols to measure and monitor the accuracy of responses and phone etiquette as it relates to the toll-free telephone line.
- 1.6.6.9.9 LDH shall retain the right to approve changes to the operating hours. Any changes to the operating hours should be mutually agreed upon.
- 1.6.6.10 Automated Call Distribution (ACD) System

- 1.6.6.10.1 The Contractor shall install, operate, and monitor an automated call distribution (ACD) system for the customer service telephone call center. Important features of the ACD system will include but not be limited to:
 - 1.6.6.10.1.1 Effective management of all calls received and assignment of incoming calls to available staff in an efficient manner;
 - 1.6.6.10.1.2 Monitoring capabilities that allow supervisors to audit the manner in which a call is processed as well as the efficiency of the operator;
 - 1.6.6.10.1.3 A TTY toll-free number for the hearing impaired as well as language interpretation services;
 - 1.6.6.10.1.4 Reporting capabilities that provide such information as:
 - 1.6.6.10.1.4.1 Length of time per call;
 - 1.6.6.10.1.4.2 Number of calls waiting (or in queue);
 - 1.6.6.10.1.4.3 Number of calls abandoned;
 - 1.6.6.10.1.4.4 Number of calls per hour;
 - 1.6.6.10.1.4.5 Number of calls waiting more than two (2) minutes;
 - 1.6.6.10.1.4.6 Individual operator workload;
 - 1.6.6.10.1.4.7 Ability to transfer calls to other telephone lines;
 - 1.6.6.10.1.4.8 Reason for the call;
 - 1.6.6.10.1.4.9 Number of calls received after hours;
 - 1.6.6.10.1.4.10 Interactive voice response (IVR) options that are user-friendly to members and include a decision tree illustrating IVR system;
 - 1.6.6.10.1.4.11 Notification when a caller has been on hold for thirty (30) seconds to ensure wait time does not exceed two (2) minutes for assistance. During the hold period, the Contractor shall have health informational messages on the line;
 - 1.6.6.10.1.4.12 Amount of call center downtime;
 - 1.6.6.10.1.4.13 Automatic routing of call to the next available operator;
 - 1.6.6.10.1.4.14 Capability of routing calls from specific sources (e.g., members, MCOs) to a designated group of operators; and
 - 1.6.6.10.1.4.15 Monitoring capability that allows instant determination of an operator's availability (i.e., available, on a call, completing after-work, etc.).

- 1.6.6.10.2 Providing a message that notifies callers that the call may be monitored for quality control purposes; and
- 1.6.6.10.3 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.

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

- 1.6.6.10.3.1.1 Select an MCO and specify their choice of provider (if available);
- 1.6.6.10.3.1.2 Request to change their MCO;
- 1.6.6.10.3.1.3 Check status of Medicaid or Medicaid renewal applications
- 1.6.6.10.3.1.4 Request information about accessing services;
- 1.6.6.10.3.1.5 Discuss problems with the program;
- 1.6.6.10.3.1.6 Register complaints;
- 1.6.6.10.3.1.7 Request other assistance in accessing services; and
- 1.6.6.10.3.1.8 Notify the Contractor of changes (i.e. new address, phone number, etc.).

1.6.6.11 Application and Renewal Assistance

- 1.6.6.11.1 Due to the financial eligibility methodology required by the federal Affordable Care Act (ACA), the contractor will provide assistance to those individuals applying for Medicaid or reaching their annual redetermination date. A significant portion of citizens lack ready access to a computer or Medicaid eligibility office, and a large volume of existing cases will require contact to obtain data required by the ACA , therefore call agents must assist callers in completing Medicaid financial applications for assistance and renewals using the state's online application system. Call center agents will manually enter all applicant information into the LDH online application system.
- 1.6.6.11.2 Call center agents will be required to handle various calls received from individuals and households identified by LDH who need assistance completing forms and applications pertaining to their Medicaid eligibility, including but not limited to:
 - 1.6.6.11.2.1 Renewal Medicaid applications
 - 1.6.6.11.2.2 New Medicaid applications
 - 1.6.6.11.2.3 1095-B IRS forms
 - 1.6.6.11.2.4 Other call types as mutually agreed upon

1.6.6.11.3 Renewal Assistance Calls

1.6.6.11.3.1 Calls received from individuals and households identified by LDH who need assistance in completing the online Medicaid financial application in order to renew their Medicaid coverage. Information collected from the call will include demographic information, such as residency, income, and household composition. These calls will be received on a toll free line established by the contractor, dedicated for application and renewal assistance calls.

1.6.6.11.4 New Applicant Assistance Calls

1.6.6.11.4.1 Calls received from individuals and households who need assistance in completing the online Medicaid application to determine eligibility for Medicaid coverage. Information collected from the call will include demographic information, such as residency, income, and household composition. These calls will either be transferred by LDH or received directly by callers via a separate toll free line established by the contractor dedicated for application and renewal assistance calls.

1.6.6.11.5 Referrals and Transferred Calls from LDH

1.6.6.11.5.1 Calls received as a result of a transfer or referral by LDH to assist callers with information pertaining to:

1.6.6.11.5.1.1 Questions or inquiries about Medicaid eligibility

1.6.6.11.5.1.2 Questions or inquiries about applying for Medicaid

1.6.6.11.5.1.3 Updating or changing address information

1.6.6.11.6 1095-B Form Assistance Calls

1.6.6.11.6.1 Calls received from individuals and households with questions and inquiries about the 1095-B tax form. Requests for copies of the form will be forwarded to LDH each the end of each business day for processing.

1.6.6.11.7 Other Call types

1.6.6.11.7.1 Other types of calls mutually agreed upon by LDH and the contractor.

1.6.6.12 Complaints

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

1.6.6.12.1.1 Record and track member complaints; and

1.6.6.12.1.2 Generate complaint and complaint resolution results.

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

1.6.6.13 Call Monitoring and Case Accuracy

- 1.6.6.13.1 To ensure excellent customer service, accuracy, consistency and timeliness of enrollment, the Contractor must provide a call and case monitoring process.
 - 1.6.6.13.1.1 The call and case monitoring process must include the approach, measurement objectives, monitoring frequency, sample size, result reporting, quality goals and planned courses of action to be taken if the quality goal is not met.
 - 1.6.6.13.1.2 The call and case monitoring process must also include the ability to record, view and store the entire contact event including call transfers, screen shots, agent notations, etc. for both local and remote contact center positions.
 - 1.6.6.13.1.3 The Contractor shall design and implement a comprehensive call and case monitoring process within thirty (30) days of contract award to ensure staff follows proper protocol, policies and procedures in the handling of inbound and outbound data and interactions with the client.
 - 1.6.6.13.1.4 The comprehensive call and case monitoring process shall be submitted to LDH for approval prior to implementation.

1.6.7 Operational Requirements

- 1.6.7.1 The Contractor shall procure, equip, furnish, operate and maintain facilities appropriate to support the requirements of this contract.
- 1.6.7.2 The Contractor shall include key staff, who must be present for onsite meetings at LDH in Baton Rouge within two (2) business days. LDH reserves the right to perform physical security checks of the Contractor's facilities at its discretion.

1.6.8 Record Keeping Requirements

- 1.6.8.1 The Contractor shall retain all books, recordings, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment or as prescribed in 45 CFR §74.53(b), whichever is longer. The Contractor shall make available to LDH such records within thirty (30) days of LDH's written request and shall deliver such records to

LDH's central office in Baton Rouge, Louisiana, all at no cost to the Department. The Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, without cost to LDH.

1.6.9 Reporting Requirements

- 1.6.9.1 The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and LDH designees.
- 1.6.9.2 The Contractor shall comply with all the reporting requirements established by this Contract.
- 1.6.9.3 Reports to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of LDH and LDH designees shall be taken into account in developing all report formats and compiling data.
- 1.6.9.4 The Contractor shall create reports or files using the electronic formats, instructions and timeframes as specified by LDH and at no cost to LDH. Any changes to the formats must be approved by LDH prior to implementation.
- 1.6.9.5 The Contractor shall prepare and submit any other report as required and requested by LDH, any designee of LDH, and/or CMS that is related to the Contractor's duties and obligations under the Contract with LDH. LDH will make every effort to provide a sixty (60) day notice of the need for submission to give the Contractor adequate time to prepare the reports.
- 1.6.9.6 Information considered to be of a proprietary nature shall be clearly identified as such by the Contractor at the time of submission.
- 1.6.9.7 Reports may be modified to include additional targeted populations and criteria as indicated by the Department at no additional cost to the State.
- 1.6.9.8 Errors
 - 1.6.9.8.1 The Contractor agrees to prepare complete and accurate reports for submission to LDH. If after preparation and submission, a Contractor error is discovered either by the Contractor or LDH, the Contractor shall correct the error(s) and submit accurate reports within fifteen (15) calendar days from the date of discovery by the Contractor or date of written notification by LDH (whichever is earlier). LDH may, at its discretion, extend the due date if an acceptable corrective action plan has been submitted and the Contractor can demonstrate to LDH's satisfaction that the problem cannot be corrected within fifteen (15) calendar days.
 - 1.6.9.8.2 Failure of the Contractor to respond within the above specified timeframes may result in a loss of any money due to the Contractor and the assessment of liquidated damages as provided in Liquidated Damages.
- 1.6.9.9 Report Submission Timeframes

1.6.9.9.1 The Contractor shall ensure that all required reports or files, as specified by LDH, are submitted in a timely manner for review and approval by the Department. The Contractor's failure to submit the reports or files as specified may result in the assessment of liquidated damages, as stated in Liquidated Damages.

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

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

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

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

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

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

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

1.6.9.10 Report Submissions Chart

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

1.6.10 Technical Requirements

1.6.10.1 The State requires that the contractor integrate with components of the State's Enterprise Architecture (EA). All solutions must integrate into the EA components using standard APIs. 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.

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

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

- 1.6.10.3.1 Interface and communicate with LDH and LDH designee systems via a secure protocol. Encryption will be governed in adherence with the Louisiana Information Security Policy;
- 1.6.10.3.2 Process enrollments, disenrollments, transfers and change requests of the Department, enrollees and MCO entities according to department-defined business rules, including retroactive changes;
- 1.6.10.3.3 Perform auto assignment of enrollees, when applicable, using approved LDH algorithm(s);
- 1.6.10.3.4 Ability to successfully and securely interface, integrate and exchange files with LDH and all LDH designees with no more than a 0.01 % file or transmission failure rate;
- 1.6.10.3.5 Collect and maintain demographic data related to members and providers;
- 1.6.10.3.6 Maintain privacy of all enrollees and potential enrollees in a secure technical environment;
- 1.6.10.3.7 Conform and adhere to all applicable HIPAA requirements regarding participant privacy and data security;
- 1.6.10.3.8 Establish and maintain telecommunications with an uptime to meet or exceed 99.99%, exclusive of planned maintenance downtimes;
- 1.6.10.3.9 Maintain high quality data for reporting processes, perform data cleansing and validation such that the data error rate will not exceed 5% on random sampling;
- 1.6.10.3.10 Serve as a centralized repository for notes specifically relating to services received through programs;
- 1.6.10.3.11 Generate and track all appropriate physical and electronic communications with LDH, MCOs, stakeholders, members, and potential members;
- 1.6.10.3.12 Engage a network of local enrollment counselors to communicate with individuals with special needs requiring and/or requesting face-to-face assistance;
- 1.6.10.3.13 As required by CFR §438.871, the contractor shall provide outreach to enrollees and/or authorized representatives and be accessible in multiple ways including phone, internet, in-person, and via auxiliary aids and services when requested. The EB will provide training to partner community organizations involved in outreach activities and community events. Advertising and outreach materials for outreach activities and events will be the responsibility of the contractor. In person outreach requests will be conducted by the partner community organizations. Upon request for an in-person outreach, the EB will coordinate with the designated community organization to facilitate the request.

- 1.6.10.3.14 Provide help desk operations to LDH, MCOs and providers with standard availability Monday thru Friday, 8:00 a.m. - 5:00 p.m. Central Time, excluding designated Louisiana state holidays. The Contractor shall have a designated person on call or available to respond if a critical issue is identified by LDH during the hours of 6:00 am to 6:00 pm. The contractor shall provide information related to enrollment, disenrollment, transfers and change requests;
- 1.6.10.3.15 Ensure that critical member and provider internet and/or telephone-based functions are available to applicable users twenty-four (24) hours a day, seven (7) days a week, except during periods of scheduled system unavailability agreed upon by LDH and the Contractor;
- 1.6.10.3.16 Ensure that written systems process and procedure manuals document and describe all manual and automated system procedures for its information processes and information systems;
- 1.6.10.3.17 Conform the following HIPAA compliant standards for information exchange. Batch transaction types include, but are not limited to, the following:
 - 1.6.10.3.17.1 ASC X12N 834 Benefit Enrollment and Maintenance;
 - 1.6.10.3.17.2 ASC X12N 835 Claims Payment Remittance Advice Transaction;
 - 1.6.10.3.17.3 ASC X12N 837I Institutional Claim/Encounter Transaction;
 - 1.6.10.3.17.4 ASC X12N 837P Professional Claim/Encounter Transaction;
 - 1.6.10.3.17.5 ASC X12N 270/271 Eligibility/Benefit Inquiry/Response;
 - 1.6.10.3.17.6 ASC X12N 276 Claims Status Inquiry;
 - 1.6.10.3.17.7 ASC X12N 277 Claims Status Response;
 - 1.6.10.3.17.8 ASC X12N 278/279 Utilization Review Inquiry/Response; and
 - 1.6.10.3.17.9 ASC X12N 820 Payroll Deducted and Other Group Premium Payment for Insurance Products.
- 1.6.10.3.18 Transaction types are subject to change and the Contractor shall comply with applicable HIPAA and other federal standards and regulations as they occur.

1.7 Contingency Plan

- 1.7.1 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
- 1.7.2 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.

- 1.7.3 The Contractor shall have an LDH approved Contingency Plan no later than thirty (30) days from the date the Contract is signed.
- 1.7.4 At a minimum, the Contingency Plan shall address the following scenarios:
 - 1.7.4.1 The central computer installation and resident software are destroyed or damaged;
 - 1.7.4.2 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;
 - 1.7.4.3 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;
 - 1.7.4.4 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
 - 1.7.4.5 The Contractor shall specify projected recovery times and data loss for mission-critical Systems in the event of a declared disaster.
- 1.7.5 The contingency plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.
- 1.7.6 The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions.
- 1.7.7 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.
- 1.7.8 Off Site Storage and Remote Back-up
 - 1.7.8.1 The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.
 - 1.7.8.2 The data back-up policy and procedures shall include, but not be limited to:
 - 1.7.8.2.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 - 1.7.8.2.2 Documented back-up procedures;

- 1.7.8.2.3 The location of data that has been backed up (off-site and on-site, as applicable);
 - 1.7.8.2.4 Identification and description of what is being backed up as part of the back-up plan; and
 - 1.7.8.2.5 Any change in back-up procedures in relation to the Contractor's technology changes.
 - 1.7.8.2.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
- 1.7.9 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>.
- 1.7.10 The Contractor is required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 1.7.11 The Contractor is responsible for procuring and maintaining hardware and software resources that are sufficient to perform the services detailed in this contract at the service-level specified.
- 1.7.12 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 contract.
- 1.7.13 The Contractor shall clearly identify any systems or portions of systems which are considered to be proprietary in nature.
- 1.7.14 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 contract. 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 contract. Such expenses are inclusive of hardware, software, network infrastructure, and any licensing costs.
- 1.7.15 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 1.7.16 Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164). Covered in the security policy.
- 1.7.17 Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware-level encryption standards.

1.7.18 All Contractor utilized computers and devices must:

- 1.7.18.1 Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
- 1.7.18.2 Have installed all security patches that are relevant to the applicable operating system and any other system software; and
- 1.7.18.3 Have encryption protection enabled at the Operating System level.

1.8 Staffing Requirements

- 1.8.1 The Contractor shall have in place the organizational, operational, managerial and administrative capacity to be capable of fulfilling all contract requirements. The Contractor shall be staffed by qualified individuals in numbers appropriate to fulfilling contract requirements. Annually and on a date determined by the Department, the Contractor shall submit an organizational chart.
- 1.8.2 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/>.
- 1.8.3 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. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by LDH, including but not limited to requiring the Contractor to hire additional staff and application of liquidated damages as specified in Liquidated Damages.
- 1.8.4 The Contractor shall remove or reassign, upon written request from LDH, any employee or subcontractor employee that LDH deems to be unacceptable.
- 1.8.5 LDH shall approve the hiring of all key staff.
- 1.8.6 Key staff may not be removed or reassigned without approval of LDH which will not be withheld if a suitable candidate is proposed.
- 1.8.7 An individual staff member may not occupy more than two (2) key staff positions listed below unless prior approval is obtained by LDH.

- 1.8.8 The Contractor shall inform LDH in writing within five (5) business days, when an employee resigns or is terminated from one of the key staff positions listed in section 1.8.10. The vacancy shall be filled within thirty (30) days with a person of equivalent experience, knowledge and talent. Staff assignments shall be fully covered at all times. The name of the interim contact person should be included with the notification. The name and resume of the permanent employee should be submitted as soon as the new hire has taken place along with a revised organization chart complete with key staff time allocation.
- 1.8.9 Annually, the Contractor must provide the name, Social Security number and date of birth of the staff members performing the duties of the key staff. LDH will compare this information against federal databases to confirm that those individuals have not been banned or debarred from participating in federal programs per 42 CFR §455.104.
- 1.8.10 For the duration of the contract, the Contractor shall include at a minimum the following key staff, who must be present for onsite meetings at LDH in Baton Rouge within two (2) business days:
- 1.8.10.1 Project Director should have at least six (6) years of experience in managing a similar project of equal or greater scope;
- 1.8.10.2 Deputy Project Director should have at least five (5) years of experience in managing a similar project of equal or greater scope;
- 1.8.10.3 Call Center Manager should have at least three (3) years of experience in member relations to supervise the toll-free telephone line operators. Sufficient qualified staff shall be hired and trained by the Contractor to meet the objectives and to carry out the scope of work delineated in the contract. In addition, sufficient telephone operators and staff must be provided to support the level of effort required to comply with this contract. Field and central office staff must be able to deal effectively with enrollees and potential enrollees.
- 1.8.11 All key staff must have a working knowledge of the Department, Louisiana Medicaid, LaCHIP and the individual managed care Medicaid programs. The Contractor shall provide a detailed outline of the training plan and orientation package for staff.
- 1.8.12 The Contractor staff must possess sufficient expertise to provide for the reports and automation necessary to support the contract.
- 1.8.13 Ineligible Individuals for Employment
- 1.8.13.1 The Contractor must ensure that all entities or individuals, whether defined as “key staff” or not, performing services under contract with Louisiana Medicaid are not “ineligible individuals” to participate in the Federal health care programs, in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available via the internet at <https://exclusions.oig.hhs.gov/>) and the General Services Administration’s List of Parties Excluded from Federal Programs (available via the internet at <https://www.sam.gov>).

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

1.8.13.3 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.

1.9 Transition Plan

- 1.9.1 This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination. 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 this contract. The Contractor must:
- 1.9.2 Within thirty (30) days of the contract start date, deliver a transition/takeover plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that LDH, at its sole discretion feels is necessary to effect a smooth transition to the successor Contractor.
- 1.9.3 Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, policies and procedures. The training will utilize current and complete documentation, instruction materials and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for key successor Contractor personnel as deemed necessary by LDH. Contractor shall not be required to share any trade secret, Contractor Intellectual Property such as Software Requirements Specification (SRS) documentation and such, or any other Contractor confidential and proprietary information, to the extent that training and transition are not impaired. Contractor shall provide LDH with a definition of all claimed/privileged information within thirty (30) days of contract implementation
- 1.9.4 To the extent commercially practicable, perform an assessment of all documentation which will be either referred to during the transition, or provided to the successor contractor. This documentation assessment will be completed and delivered to LDH with a final assessment completed no later than three (3) months before the end of the contract term. The purpose of the review will be to assess whether the documentation accurately and completely reflects existing LDH procedures, and meets all documentation requirements. The Contractor will update any documentation which is not accurate,

complete and in accordance with these requirements with a final comprehensive assessment completed no later than three (3) months prior to the end of the contract term.

- 1.9.5 Transfer the Contractor's data records to LDH. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The contractor must complete the transfer within ten (10) business days after receiving a written request from LDH.
- 1.9.6 The contractor must transfer all non-proprietary and non-confidential software, files, programs, and documentation in an electronic format to the successor within ten (10) business days of receiving a written request from LDH. Only product first developed by the Contractor as a named contract deliverable in the course of performance of this Agreement using state or federal funds shall be the exclusive property of LDH ("Work Product") with Contractor retaining a perpetual, royalty-free, non-exclusive license to use, modify, reverse engineer, or make derivative works of the Work Product. Notwithstanding anything to the contrary contained above or elsewhere in the statement of work or any attachments or subsequent agreement, any and all intellectual property or other proprietary data, regardless of form or media including, but not limited to, source code, object code, plans, records, designs, materials, reports, methodologies, and work papers shall remain the exclusive property of the Contractor. Nothing in this Agreement shall serve to transfer any right, title, ownership or license to Contractor Intellectual Property or third-party software to the State.
- 1.9.7 The transition/takeover plan must be adhered to within thirty (30) days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

1.10 Administrative Actions, Liquidated Damages and Intermediate Sanctions

1.10.1 LDH Administrative Actions

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

- 1.10.1.1.1 A warning through written notice or consultation;
- 1.10.1.1.2 Education requirement regarding program policies and procedures;
- 1.10.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
- 1.10.1.1.4 Submission of a corrective action plan.

1.10.1.2 Penalties for Failure to Comply with Member Education Requirements

1.10.1.3 Whenever LDH reasonably determines the Contractor, its agents, subcontractors, volunteers or providers have engaged in any unfair, deceptive, or prohibited member education practices in

connection with enrolling members in an MCO, one or more of the remedial actions listed below shall apply.

- 1.10.1.3.1 LDH shall notify the Contractor in writing of the determination of the noncompliance, of the remedial action(s) that must be taken, and of any other conditions related such as the length of time the remedial actions shall continue and of the corrective actions that the Contractor must perform;
- 1.10.1.3.2 LDH may require the Contractor to recall the previously authorized member education material(s);
- 1.10.1.3.3 LDH may deduct the amount of enrollment fee for members enrolled as a result of non-compliant education practices from the next monthly payment made to the Contractor and shall continue to deduct such payment until correction of the failure; and/or
- 1.10.1.3.4 LDH may require the Contractor to contact each member who enrolled during the period while the Contractor was out of compliance, in order to explain the nature of the non-compliance and inform the member of his or her right to transfer to another MCO. This may be accomplished in a manner mutually agreed to by the Contractor and LDH.

1.10.2 Liquidated Damages

1.10.2.1 In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the State's payments to the Contractor or if the liquidated damages exceed amounts due from the State, the Contractor will be required to make payments for the amount in excess. The State may also delay or waive the assessment of liquidated damages at its discretion. The State shall give notice to the Contractor of a failure to meet performance standards, in order to give the Contractor the opportunity to remedy the deficiency. If the Contractor subsequently fails to remedy the deficiency to the satisfaction of the State, the State may assert the assessment of liquidated damages. The Corrective Action procedures of Section 1.10.5 shall apply to any and all liquidated damages claimed under this Section 1.10.2.

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

- 1.10.2.2.1 The duration of the violation;
- 1.10.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;
- 1.10.2.2.3 The Contractor's history of compliance;
- 1.10.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid recipient(s); and

1.10.2.2.5 The “good faith” exercised by the Contractor in attempting to stay in compliance.

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

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

Requirement	Liquidated Damages
Contractor shall ensure that incoming calls receiving a busy signal does not exceed one (1) percent, to be computed on a weekly basis.	A charge to the Contractor per day of noncompliance according to the following: 0-5 days: one hundred (\$100) per day 6-10 days: two hundred fifty (\$250) per day >11 days: five hundred (\$500) per day
In the event of an emergency or disaster, the Contractor shall resume operations within 72 hours post event.	A one hundred dollar (\$100) charge to the Contractor per hour for every whole or partial hour.
Contractor shall submit a Transition plan within thirty (30) days of notification.	A one thousand dollar (\$1,000) charge to the Contractor per calendar day after the plan due date.

1.10.3 LDH Liquidated Damages for Noncompliance with Other Deliverables or Requirements

1.10.3.1 For each day that a deliverable is late, incorrect or deficient, the Contractor may be liable to LDH for liquidated damages in the amount of \$500 per calendar day per deliverable for deliverables and requirements not otherwise specified in the above Table of Liquidated Damages.

1.10.3.2 The liquidated damages specified in this section are not in addition to those specified in Section 1.10.2.3 and shall be applied only to those named contract deliverables not specified in that section.

1.10.4 Payment of Liquidated Damages

1.10.4.1 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. In the event an appeal by the Contractor results in a decision in favor of the Contractor LDH will return any amounts it may have withheld as liquidated damages.

1.10.4.2 If liquidated damages are insufficient, LDH has the right to pursue actual damages.

1.10.4.3 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 applicable civil penalties available under State law.

1.10.4.4LDH agrees that it will not assess, nor will Contractor be obligated to pay, any liquidated damages under Sections 1.10.2 and 1.10.3 for any performance failure or noncompliance occurring during the month of November 2016.

1.10.5 Corrective Action

1.10.5.1Whenever liquidated damages for a single occurrence exceed \$2,000.00, LDH staff will meet with Contractor staff to discuss the causes for the occurrence and to negotiate a reasonable plan for corrective action of the occurrence. Once a corrective action plan has been approved by LDH, collection of liquidated damages during the corrective action period will be suspended. The corrective action plan must include a date certain for the correction of the occurrence. Should that date for correction be missed by the Contractor, the original schedule of liquidated damages will be reinstated, including collection of liquidated damages for the corrective action period, and monetary penalties will continue until satisfactory correction has been made, as determined by LDH.

1.10.6 Intermediate Sanctions

1.10.6.1LDH reserves the right to impose intermediate sanctions in accordance with 42 CFR §483.700, et seq., when warranted.

Contractual Information

1.11 Subcontracting

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

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

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

1.11.4 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:

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

1.11.4.2 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.

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

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

1.11.5.2 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.

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

1.12 Compliance With Civil Rights Laws

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

1.12.2 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

1.13 Insurance Requirements

1.13.1 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.

1.13.2 Minimum Scope and Limits of Insurance

1.13.2.1 Contractor's Insurance

1.13.2.2 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 the Department for approval. The Contractor shall be named as the insured on the policy. The Contractor shall not allow any Subcontractor to commence work on subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) calendar days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

1.13.2.3 Workers' Compensation Insurance

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

1.13.2.4 Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance, including Personal and Advertising Injury Liability, which shall have a minimum limit per occurrence of \$1,000,000.00 and a minimum general aggregate of \$2,000,000.00. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.13.2.5 Insurance Covering Special Hazards

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

1.13.2.6 Automobile Liability

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

1.13.2.7 Professional Liability (Errors and Omissions)

The Contractor shall maintain during the life of the contract such Professional Liability (Error & Omissions) insurance which covers the professional errors, acts, or omissions of the Contractor, 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.

1.13.2.8 Subcontractor's Insurance

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

1.13.3 Deductibles and Self-Insured Retentions

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

1.13.4 Other Insurance Provisions

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

1.13.4.1.1 General Liability and Automobile Liability Coverage

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

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

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

1.13.4.1.2 Workers' Compensation and Employers' Liability Coverage

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

1.13.4.1.3 All Coverage

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

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

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

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

1.13.5 Acceptability of Insurers

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

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

1.13.6 Verification of Coverage

1.13.6.1 Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and

approved by the Department before work commences and upon any contract renewal thereafter.

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

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

1.13.7 Subcontractors

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

1.13.8 Workers' Compensation Indemnity

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

1.14 Confidentiality of Data

1.14.1 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 and are designated as confidential, 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.

1.14.2 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.

1.14.3 If at any time LDH or the State modifies its confidentiality or system security requirements such that Contractor must incur additional material cost in order to comply, the parties may negotiate an equitable adjustment to adequately account for the additional cost.

1.15 Taxes

1.15.1 The Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. If at any time state tax law changes such that Contractor will be responsible for a material increase in taxes owed, the parties may negotiate an equitable adjustment to adequately account for the increase.

1.16 Fund Use

1.16.1 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.

1.17 Contract

1.17.1 The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 including its attachments and exhibits.

1.17.2 Personnel Assignments

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

1.17.3 Force Majeure

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

1.17.4 Order of Precedence

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to the provisions of the contract and its attachments and exhibits.

1.17.5 Entire Agreement

The contract including its attachments and exhibits constitutes the entire agreement between the parties with respect to the subject matter.

1.17.6 Board Resolution/Signature Authority

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

1.17.7 Warranty to Comply with State and Federal Regulations

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

1.17.8 Warranty of Removal of Conflict of Interest

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

1.17.9 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 health care 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 Act; has been debarred by any federal agency; or has been, or is no, subject to civil money penalties under the Act.

1.17.10 Corporation Requirements

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

1.17.10.1.1 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.

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

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

1.17.11 Contract Controversies

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

1.17.12 Right To Audit

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

1.17.13 Contract Modification

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

1.17.14 Severability

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

1.17.15 Applicable Law

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

1.18 Mutual Obligations and Responsibilities

1.18.1 The state requires that the mutual obligations and responsibilities of LDH and the contractor be recorded in a written contract.

1.19 Performance Bond

1.19.1 The Contractor shall be required to establish and maintain a performance bond in the amount of ten percent (10%) for as long as the contractor has contract related liabilities to guarantee performance by the Contractor of its obligations under this contract. The bond will be released following the termination date of this contract, or any amended termination date thereto.

- 1.19.2 The bond must be made payable to the state of Louisiana. The contract and dates of performance must be specified in the bond.
- 1.19.3 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 the Power of Attorney page. The Contractor must retain a photocopy of the performance bond.
- 1.19.4 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.

1.20 Indemnification and Limitation of Liability

- 1.20.1 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.
- 1.20.2 The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- 1.20.3 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.

- 1.20.4 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 any of the following actions: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State not to exceed the dollar amount of the Contract.
- 1.20.5 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.
- 1.20.6 The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor or may proceed against the performance and payment bond, if any, as may be necessary to satisfy and claim for damages, penalties, costs and the like asserted by or against them.

1.21 Termination

1.21.1 Termination For Cause

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

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

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

1.21.2 Termination For Convenience

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

1.21.3 Termination For Non-Appropriation Of Funds

1.21.3.1 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.

Contractual Terms

1.22 Term of Contract:

1.22.1 The contract shall commence on November 1, 2016. The term of the contract shall be six (6) months, with an option to extend for an additional six (6) months. This is an emergency contract to cover these services until a successful award and execution of a contract is completed through the competitive Request for Proposal (RFP) process. This emergency contract will be terminated with a thirty (30) day notice once the referenced process is complete.

1.23 Terms of Payment:

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

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

- 1.23.3 The Contractor shall submit invoices for deliverables in accordance with established timelines. The contractor shall submit itemized invoices monthly no later than fifteen (15) days following the month of services for the total number of members included on the full X12 834 Member Enrollment File sent to the Medicaid Fiscal Intermediary. Payment for MCO activities and call assistance activities will be calculated by multiplying the total number of members by the per member per month (PMPM) rate of \$0.72. Should the total number of members be greater than 1,250,000, the PMPM rate shall increase by \$0.02 for each member above the 1,250,000 threshold. The monthly invoice shall separately list the MCO activities and the call assistance activities. In addition, the Contractor will be reimbursed the actual cost of postage incurred on a monthly basis for members. The monthly invoice shall separately include the cost of postage, specifically listing whether the mail was bundled, the postage rate, the class of mail and the item count statistics on the invoice. The total amount of the contract shall not exceed \$6,787,579.00.
- 1.23.4 Payments will be made to the Contractor after written acceptance by the LDH of the payment task and approval of an invoice. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- 1.23.5 All amounts owed by the Contractor to LDH as identified through routine or investigative reviews of records or audits conducted by LDH or other state or federal agency, are due no later than thirty (30) calendar days following notification to the MCO by LDH unless otherwise authorized in writing by LDH. LDH, at its discretion, reserves the right to collect amounts due by withholding and applying all balances due to LDH to future payments. LDH reserves the right to collect interest on unpaid balances beginning thirty (30) calendar days from the date of initial notification. Any unpaid balances after the refund is due shall be subject to interest at the current Federal Reserve Board lending rate or ten percent (10%) annually, whichever is higher.

1.24 Monitoring Plan

The individual assigned as the LDH Contract Monitor and point of contact between the LDH and the Contractor is Diane Batts or her designee.

Ongoing monitoring of the Contractor's performance will include the following:

- 1.24.1 Thorough review and analysis of required monthly, quarterly and annual written reports, updates to work plans, and correspondence submitted by the Contractor, and if required, review, analysis, approval and follow-up of any Corrective Action Plan required by LDH from the Contractor.
- 1.24.2 Weekly status calls between Contractor's staff and the LDH Contract Monitor and other Medicaid staff to discuss issues as warranted.
- 1.24.3 Face-to-face meetings between Contractor's staff and the LDH Contract Monitor and other Medicaid staff to discuss issues as warranted/
- 1.24.4 Solicitation of feedback on Contractor's performance from MCOs and the Medicaid Fiscal Intermediary, with whom the Contractor interacts.

- 1.24.5 Real time monitoring telephone hotline calls.
- 1.24.6 Investigation of complaints regarding the Contractor received from Medicaid enrollees, LDH employees, MCO staff, other LDH Contractors, and legislators.
- 1.24.7 Spot checking that complaints made directly to the Contractor to verify investigation and resolution.
- 1.24.8 Using Literacy Tools software package to independently test reading level of written member materials and website.
- 1.24.9 Random checks of member disenrollment requests processed by the Contractor to verify validity of decision.
- 1.24.10 Periodic navigation of enrollee website and smart phone application and testing on-line enrollment feature.
- 1.24.11 Spot checking that provider listings for MCOs on enrollee website accurately reflect information reported to the Contractor by MCOs.
- 1.24.12 Unannounced as well as scheduled visits to Contractor's administrative office.
- 1.24.13 "Secret shopper" calls to enrollee hotline.

1.25 Performance Indicators

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

- 1.25.1.1 Enrollment of Medicaid recipients into MCO

- 1.25.1.1.1 Submit draft program materials (letters, notices, MCO comparison charts, et. Al) as needed
 - 1.25.1.1.2 Submit monthly Enrollment Report
 - 1.25.1.1.3 Maintain electronic copies of all enrollment files exchanged with Fiscal Intermediary and all contract Coordinated Care Networks

- 1.25.1.2 Systems

- 1.25.1.2.1 Maintain evidence of successful exchange of files as verified by MCO entities and Medicaid Fiscal Intermediary

- 1.25.1.3 Enrollee call center

- 1.25.1.3.1 Submit draft training materials for telephone agents
 - 1.25.1.3.2 Submit monthly reports

- 1.25.1.4 Annual open enrollment

- 1.25.1.4.1 Submit written recommendation for Open Enrollment that complies with federal Medicaid requirements and allows for an annual open enrollment
 - 1.25.1.4.2 Submit draft materials to be used in open enrollment packets

1.25.1.4.3 Submit open enrollment statistical reports

1.25.1.5 Processing member disenrollment requests from MCOs and members

1.25.1.5.1 Submit report with the number of members who are automatically disenrolled from the MCO because the Contractor fails to act timely on the request for disenrollment

1.25.1.5.2 Submit monthly Disenrollment Report

1.25.1.5.3 Submit Disenrollment Request Forms

1.25.1.5.4 Maintain documentation of reason for approval of Disenrollment Requests

1.25.1.6 Required reporting to LDH

1.25.1.6.1 Maintain minutes from meetings with LDH to finalize report contents

1.25.1.6.2 Submit draft technical reports for LDH review and approval

1.25.1.6.3 Submit completed checklist of required reports

1.25.1.6.4 Maintain logs of submission of all contractually required reports

1.25.1.7 MCO complaint tracking and reporting

1.25.1.7.1 Submit to LDH for approval the template for complaint tracking

1.25.1.7.2 Timely submit monthly Complaint Tracking Reports, containing all required information

1.25.1.7.3 Maintain electronic records of all complaints, investigations, and resolutions

1.25.1.8 Member materials

1.25.1.8.1 Submit to LDH for approval all member materials

1.25.1.8.2 Maintain copies of all member materials including obsolete versions

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

1.25.1.9 Build and maintain enrollment website

1.25.1.9.1 Submit website screenshots to LDH for approval

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

1.25.1.10 Applications

1.25.1.10.1 Submit to LDH :

1.25.1.10.1.1 Number of applications completed

1.25.1.10.1.2 Number of applications aborted and cause(s)

1.25.1.10.1.3 Number of phone calls that did not result in an application completion

1.25.1.10.1.4 Call volume, average length of call, call wait time, abandonment rate

1.25.1.11Renewals

1.25.1.11.1 Submit to LDH:

1.25.1.11.1.1 Number of renewal applications completed

1.25.1.11.1.2 Number of renewal applications aborted and cause(s)

1.25.1.11.1.3 Number of phone calls that did not result in a renewal completion

1.25.1.11.1.3.1 Number of those that were up for renewal

1.25.1.11.1.3.2 Number of those that were general information

1.25.1.11.1.4 Call volume, average length of call, call wait time, abandonment rate

BOARD RESOLUTION

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

On the 7th day of November, 2016, at a meeting of the Board of Directors of MAXIMUS Health Services, Inc., an Indiana corporation, held in the City of Reston, County of Fairfax, Virginia, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize Adam Polatnick, Vice President, to negotiate at any time within 36 months from this date and on the terms and conditions that he may deem advisable, a contract or contracts with the Louisiana Department of Health and Hospitals, and to execute said documents on behalf of the corporation, and further we do by hereby give him the power and authority to do all things necessary to implement, maintain, amend or renew said documents.

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

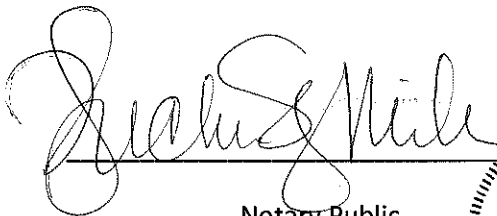
I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of MAXIMUS Health Services, Inc.

Held on the 7th day of November, 2016.

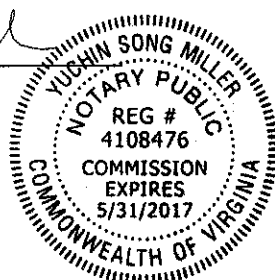
Subscribed and sworn before me, a notary Public

For the County of Fairfax, Commonwealth of Virginia,

On the 7th day of November, 2016.



Notary Public





Secretary

Jay Dardenne
Secretary of State



DISCLOSURE OF OWNERSHIP
(R.S. 12:25 E, 12:205 E and 12:304 A (II))

Enclose \$20 filing fee
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.sos.louisiana.gov

State of State of Virginia Parish/County of Fairfax

BEFORE ME, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that:

MAXIMUS Health Services, Inc.

Corporation Name

is contracting with the state and listed below are the names and addresses of all persons or corporate entities who hold ownership interest of five percent or more in the corporation or who hold by proxy the voting power of five percent or more in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counter letter.

1. Persons or corporate entities owning 5% or more:

MAXIMUS, Inc. 11419 Sunset Hills Road, Reston, Virginia 20190
Name Address

Name Address

Name Address

2. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name Address

Name Address

Name Address

3. Stock held for others and for whom held:

Name Address

For Whom Held Address

Name Address

For Whom Held Address

Name Address

For Whom Held Address

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #

Sworn to and subscribed before me, the undersigned Notary Public, on this date:

Shirley L. Carroll
Corporation Representative

6/17/2011
E. J. Sore
Notary Signature



State of Louisiana
Louisiana Department of Health
Bureau of Health Services Financing

December 19, 2016

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

RE: LaGov# 2000224865
Justification for Out-of-State Contract

Dear Ms. Rice:

Please consider this letter as justification for an out-of-state contract with MAXIMUS Health Services, Inc. This contract will assist the Department by providing support services and furthering the general welfare of Louisiana Medicaid eligible citizens through choice counseling, enrollment and disenrollment into Medicaid's managed care program, consistent with federal and state Medicaid requirements. There is no in-state contractor that can provide these emergency services.

The contractor will not be in the state for more than 30 days.

If further information is needed, please contact Steven Lazarus at (225) 342-0327.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Lazarus".

Steven Lazarus
Medicaid Deputy Director

Deborah Sorden Vice President

Qualifications

Deborah Sorden has more than 25 years of experience in the health and human services field, with more than 15 years in call center management for public programs. Based on her experience in the field of managed care, Ms. Sorden has a working knowledge of state Medicaid and CHIP programs as well as, the individual managed care Medicaid programs. Her range of experiences includes the following:

- Call Center Development and Implementation
- Project Administration
- Contract Management and Negotiation
- Project and Process Management
- Health and Human Services Programs, including Medicaid and CHIP
- Government Client Relations
- Employee Communications and Policy Development
- Strategic Planning and Execution
- Customer Service Center Development and Implementation
- Community Outreach and Education
- Quality Assurance Management
- Staff Management, Training, and Development
- Accounting/Finance Management
- Project Implementation
- Operations Management
- Business Process Review and Improvement
- Call Center Systems Operations Oversight

Relevant Experience

Since joining MAXIMUS, Ms. Sorden has worked on the following projects:

Healthy Louisiana, Executive Officer, (2011 – Present): Ms. Sorden is the Vice President responsible for this contract. She provided implementation oversight and continues to provide strategic leadership for the ongoing operation of the Healthy Louisiana enrollment and call center. Louisiana initially transitioned 900,000 Medicaid members into five statewide managed care organizations. Subsequently MAXIMUS has partnered with Louisiana to transition the Behavioral Health, HCBS, Chishlom, and other previously excluded populations, into the managed care program. MAXIMUS is currently assisting the state as with their Medicaid Expansion program.

New Hampshire Medicaid Care Management Program, Executive Officer, (2012 – Present): Ms Sorden provides oversight and leadership for the day-to-day operation of the New Hampshire Medicaid Care Management enrollment and call center. New Hampshire has transitioned traditional fee-for-service recipients into a managed care program. MAXIMUS team members also assist New Hampshire residents to enroll into the Health Insurance Premium Program (HIPP) and Market Place Premium Assistance Program (PAP), for expansion adults.

Georgia Families Project, Executive Officer, (2005 – Present): Ms. Sorden provides oversight and leadership for day-to-day management and operation of our Georgia

Families enrollment and call center, which transitioned more than 1.2 million Medicaid members into managed care programs. The project includes a 100+ seat call center capable of handling up to 8,000 calls a day and provides extensive community outreach services. She played an integral role in the implementation of the Georgia Families call center, and she has since led the project to successfully achieve Center of Excellence Certification via Purdue University Center of Excellence, as well as ISO 9001:2008 Certification for the project's Quality Management System.

South Carolina Healthy Connections Choices Project (SCHCC), Project Director, (2007 – 2011): Ms. Sorden managed oversight and leadership for the leveraged management team members that provided services to the SCHCC project. Leveraged staff provided services in the areas of contract management, accounting, human capital, training and quality assurance and call center operations. Ms. Sorden participated in calls and meetings with SCDHHS as appropriate to direct the leveraged staff.

New Jersey Health Benefits Coordinator, Deputy Project Manager, (2000 – 2005): Ms. Sorden was responsible for all areas of customer service management for this project, including operations process flow, staff training and development, information technology, contract management, and project finance. Under this contract, MAXIMUS served as the Medicaid enrollment broker and eligibility determination contractor for the State of New Jersey. Ms. Sorden provided leadership for all customer service center activities. The center included an Interactive Voice Response (IVR) system, Workforce Management Software, Automated Call Tracking, and Call Recording for Quality Assurance Purposes, and it answered more than six million calls over the contract term.

Prior Experience

Prior to joining MAXIMUS, Ms. Sorden gained the following experience in the health and human services industries:

AtlantiCare Health Services, Chief Operating Officer/Vice President Administration, and 1998 – 1999: Ms. Sorden provided strategic leadership for a \$6 million outpatient business unit consisting of seven physician practices including the hospital clinic network, six administrative departments and 150 staff members. She was responsible for all areas of the business including strategic planning, business development, finance, marketing, and billing and information technology.

Atlantic are Health Services, Ambulatory Services, Director of Operations, 1996 – 1998: Ms. Sorden managed the day-to-day operations of seven physician practices and six administrative departments with operation budgets of more than \$6 million. Her staff included 26 physicians, 10 middle managers, and 150 staff members. She utilized quality improvement concepts to identify and reengineer processes to increase effectiveness and acted as liaison with internal and external customers and community members to ensure success of organization.

AtlantiCare Health Plans, Director of Managed Medicaid, 1994 – 1996: Ms. Sorden led a team in development of an HMO insurance product for Medicaid clients. She was responsible for the creation, marketing, sales, and financial viability of this new insurance

product. She designed and developed product handbook and sales training manuals to achieve marketing and sales objectives for the Managed Medicaid Insurance product. Ms. Sorden was responsible for developing strategies and educational campaigns to assist traditional fee-for-service customer conversion to managed care plans. She also had extensive interaction with community leaders, governmental agencies, social service, and community-based organizations. Ms. Sorden managed three staff members.

Education

Bachelor of Science, Accounting, Summa Cum Laude, Delaware State University

Donna Herren
Project Director *(upon LDH approval)*

Qualifications

Donna Herren has more than 20 years of experience in the health and human services field, with more than 10 years in call center management for public programs. Based on her experience in the field of managed care, Ms. Herren has a working knowledge of the Louisiana Department of Health, Louisiana Medicaid and LaCHIP, and the individual managed care Medicaid programs including Behavioral Health services. Her range of experiences includes the following:

- Health and Human Services Programs, including Medicaid and CHIP
- Coordinated System of Care (CSoC)
- Program Planning, Development and Implementation
- Quality Assurance Management
- Project Administration
- Project and Process Management
- Government Client Relations
- Employee Communications and Policy Development
- Strategic Planning and Execution
- Community Outreach and Education
- Staff Management, Training, and Development

Relevant Experience

MAGELLAN HEALTH SERVICES, Baton Rouge, LA

Senior Manager, Coordinated System of Care (CSoC)/Project Manager
Quality Reporting and Data Analysis **2013 – Present**

The Subject Matter Expert (SME) of quality assurance, management processes and outcomes reporting for the CSoC program with a keen understanding of complex federal waivers, state plan amendment requirements and contract deliverables.

- Created data reporting packages tailored to meet the unique 1915c and b3 HCBS Federal waiver and Medicaid requirements and to meet state agency's contract deliverables. Ensured CSoC quality program aligned with customer needs. Responsible for all quality program related reporting packages, quality monitoring projects and data analysis utilizing cross-functional teams. Utilized audit and claims data to inform process improvement projects that increased compliance to federal waiver and state plan amendment requirements. Managed day-to-day quality activities ensuring program and procedures supported company strategic objectives.
- Lead statewide federal waiver auditing processes, treatment record reviews, High-Fidelity Wraparound monitoring and outcomes initiatives needed for continuous quality improvement and management. Activities included overseeing auditing processes, provider Scorecard development, interfacing with provider agency's leadership and QI managers on quality program, monitoring performance guarantees, establishing coordination of care initiatives, tracking and approving corrective action plans (CAPS), tracking high complexity members and reporting utilization outcomes. Built collaborative relationships with internal partners for constructing assistive data tracking tools and agency training materials.
- Compiled CSoC Program Annual Evaluation reports.
- Identified and resolved problematic QI areas that could place contract at risk of

not achieving program goals.

- Knowledge of HEDIS performance measures and NCQA standards.
- Knowledge of quality improvement processes, performance measurement, CQI tools, data reporting applications and URAC, Mercer, IPRO standards.
- Participated in corporate governance committees responsible for shaping the vision, strategy, planning, decision-making and oversight of the CSoC quality program.
- Member and presenter at numerous state level committees for quality assurance, compliance and program evaluations. Presented program outcomes to various state-level agencies: CSoC State Governance Board, Inter-departmental Monitoring Team (IMT), CSoC Quality Assurance Committee (CSoC QA), and DHH, OBH, OJJ, DCFS, DOE and various community leadership committees.
- Maintained knowledge of national and regional trends and developments related to System of Care, the National Wraparound Initiative, the Child and Adolescent Needs and Strengths Assessment Tool (CANS) and recovery and resiliency.

Director, Coordinated System of Care (CSoC) Program 2012 – 2013

Led multi-disciplinary team in planning, development and implementation of the Coordinated System of Care (CSoC), statewide signature program for the Louisiana Behavioral Health Partnership (LBHP), a transformational system of care for Medicaid and non-Medicaid adults and children who require specialized behavioral health services. CSoC serves 2,400 eligible high-risk children and youth statewide ages 0-21 with serious emotional disturbances (SED) and behavioral health challenges and are at greatest risk for out of home placement.

- Successful Program and Project Manager. Creating value, identifying opportunities for organizational effectiveness, developing talent and Subject Matter Experts (SMEs), scope, goals, work plans, and processes to increase quality and ensure compliance to stakeholder and customer expectations, on time and on schedule.
- Leader in statewide program build out and collaborative cross-system change management. Experience in Systems of Care and Coordinated System of Care (CSoC) development and implementation. Skilled in building and optimizing organizational structures, provider network, estimating systems and processes to reduce cost and strengthen financial performance.
- Directed and supervised professional and clinical staff to develop a statewide CSoC program new to Louisiana. Provided clinical leadership and direction to a team of SMEs to interpret and train on complex federal waivers and state plan amendments. Led team to interface with provider agencies and executive leadership at state departments on program initiatives and management. Team responsible for identifying and eliminating systemic and programmatic barriers for the children and youth served. Team provided program management, monitoring and oversight of service delivery and functioning, and ongoing training and support for providers affiliated with CSoC network.
- Led diverse, cross-functional teams in building program policies/procedures and operational processes for the CSoC program statewide with regional Wraparound agencies and specialized provider types. Resolved program process, workflow and operational issues.
- Collaborated with federal and state agencies: Centers for Medicare and Medicaid Services, Department of Health and Hospitals, Office of Behavioral Health, Department of Education, Office of Juvenile Justice and the Department of Children

and Families. Enhanced the communication and collaboration between state partners and program provider network. Assisted in collaborative protocol developments with partner agencies. Promoted the expansion of evidence-based practices and the Wraparound philosophy that supported youth and family driven care.

- Lead Trainer for 1915c Home and Community Based Services (HCBS) federal waiver and State Plan Amendment (SPA) for the CSoC Program development and implementation.
- Oversaw development of Wraparound Agencies to establish individualized care coordination for at risk youth that yielded the following results:
 - 50% decrease in out of home restrictive placements for the high risk and high needs children and youth after engaging in CSoC
 - 45% decrease in emergency room presentations
 - 46% decrease in bed days
 - 25% drop in readmission rate for psych inpatient (IP) hospital
 - 30% increase in utilization of Home and Community-Based services (HCBS)
- Collaborated with Provider Network Administrator in a network development plan that expanded CSoC service providers by 26% in 5 regions since the beginning of the LBHP partnership 3/1/2012 and then expanded the CSoC program statewide into 4 additional regions in 11/20/2014.
- Responsible for departmental budget and financial results. Provided oversight for a \$9 million program annual budget.
- Accountable for CSoC program outcomes, including but not limited to: care coordination, utilization, compliance with federal waiver and state plan amendment requirements, access to care, care management services and clinical outcomes.
- Effectively communicated with stakeholders and community constituencies to inform policies and decisions, resulting in stronger community support for the company and system transformation for the statewide CSoC program. Facilitated community forums educating and supporting providers and promoting a positive perception of managed care. Facilitated ongoing trainings and technical support collaborative.

Prior Experience

Prior to joining MAXIMUS, Ms. Herren gained the following experience in the health and human services industries:

PARENTING CENTER/ FAMILY SERVICES OF GREATER BATON ROUGE, Baton Rouge, LA**Clinical Trainer/Consultant/Program Development (Part-Time) 2002 – 2012**

Lead clinical trainer for parenting classes and consultant for program development and specialized trainings for professional staff.

- Designed and implemented Wellness educational and training programs for youth empowerment, leadership training, and substance use/abuse prevention, and peer mentoring.
- Consultant for agency professional staff delivering evidence-informed and evidence based therapy models.
- Developed specialized trainings for agency staff on: childhood development, mental health disorders, behavior management strategies, learning differences, identifying

and responding to suspected child neglect and/or physical or emotional abuse, and social skills training.

EPISCOPAL HIGH SCHOOL, Baton Rouge, LA

Director of Wellness Program and Upper School Counselor 2002 – 2011

Designed and implemented Wellness educational and training programs for 400+ youth related to empowerment, leadership training, substance abuse prevention, Anti-bullying educational programs, social skills, peer relationship, sex education and peer mentoring.

- Lead clinician for adolescents in high school. Extensive experience counseling youth with learning differences, IEPs, behavioral and emotional struggles, family of origin issues, and cultural challenges.
- Chairperson for faculty Advisory Board.
- Supervised master's level social workers pursuing licensure.

OUR LADY OF THE LAKE REGIONAL MEDICAL CENTER, Baton Rouge, LA

Clinical Social Worker and Case Manager 1993 – 2002

Licensed Social Worker for Pediatric Intensive Care (birth-18), Pediatric, Cardiology and Surgical Units. Provided crisis, bereavement, and trauma informed counseling to children/youth and their families who were newly diagnosed with chronic or terminal illnesses (i.e. Cancer, Diabetes, MS, etc.), victims of child abuse/neglect and/or significant trauma.

- Collaborated with Office of Community Services, Office of Citizens with Developmental Disabilities, Department of Children and Families and other state agencies to promote expansion of evidence based programs/services.
- Facilitated cross-functional strategic planning teams and oversight of community outreach programs that increased community awareness of children and youth's physical, behavioral and emotional health needs and identifying appropriate supportive community based services.
- Worked with diverse population groups completing psychosocial assessments, coordinating community resources, providing supportive counseling and provided appropriate discharge planning.
- Developed educational and training programs to advance the clinical knowledge of staff.
- Developed and facilitated support groups for children/youth with chronic and terminal diagnosis and support groups for their caregivers.
- Trainer for specialized community outreach programs for specific diagnoses in mental health and physical illnesses affecting children/youth and their families.

LAFAYETTE GENERAL MEDICAL CENTER, Lafayette, LA

Clinical Social Worker and Case Manager 1992 – 1993

Licensed Clinical Social Worker for Emergency Room trauma victims and their families and provided counseling services to adults on the Surgical Units, Oncology and Skilled Nursing.

BRIARWOOD PSYCHIATRIC HOSPITAL, Alexandria, LA

Clinical Social Worker/Adolescent and Family Therapist 1992

- Lead Mental Health Counselor for children and adolescent inpatient psychiatric unit.

CPC MEADOWWOOD PSYCHIATRIC HOSPITAL, Baton Rouge, LA

Psychiatric Assessment Team (PAT) Member 1990 – 1992

- Emergency room responder that conducted clinical psychiatric assessments, crisis intervention, suicide and substance abuse assessments.

Education

Master of Social Work, Louisiana State University, Baton Rouge, LA
Bachelor of Science in Psychology, (Minor in Sociology), Louisiana State University, Baton Rouge, LA, Concentration in Human Development, Mental Health Theories and Psychiatric Disorders

**Licenses and
Certifications**

Licensed Clinical Social Worker, LCSW #4309
Board Approved Clinical Supervisor, BACS
Academy of Clinical Social Workers, ACSW
Certified School Social Work Specialist, C-SSWS
Mental Health First Aid certified
Applied Suicide Intervention Skills (ASIST) trained

Kathy Wright
Deputy Project Director/Call Center Manager

Qualification

Over seventeen years of management experience in the private sector including operations and program management; training; policy and procedure development; and customer service. Experience in the following areas:

- Project implementation
- Policy and procedure development
- Process improvement and program planning
- Team/Office management and supervision
- Personnel recruitment, training and development
- Case management
- Federal and state child support regulations
- Legal and court procedures
- Establishing and maintaining positive and productive client relations
- Six Sigma Green Belt Training
- Certified ISO 9001:2000 Internal Auditor

Relevant Experience**MAXIMUS, Inc. Atlanta, GA****Louisiana Enrollment Broker Project****Program Manager – Enrollment Center November 2011 - Present**

Responsible for the supervision and management of Enrollment Center staff in two office locations, which includes Call Center Agents and Mailroom Imaging Specialist. Produce and analyze daily, weekly and monthly reports pertaining to unit performance. Oversee the quality and timeliness of contractually required reports and deliverables. Monitor inquiries received from the client for appropriate and timely responses. Develop, modify and implement project policies and procedures. Ensure staff members are appropriately trained and processes are working to meet contractual requirements. Create and maintain an environment that motivates high performance.

South Carolina Enrollment Broker Project**Program Manager – Enrollment Center May 2007 – November 2011**

Managed a staff of three Lead Enrollment Counselors; thirty Enrollment Counselors; and one Mailroom Imaging Specialist. Produced daily reports pertaining to unit performance. Ensured compliance of contractual requirements for call center service level requirements, scanning and processing enrollment forms. Assisted with policy development and implementation.

Georgia Enrollment Broker Project**Enrollment Supervisor October 2005 – May 2007**

Managed staff of four Lead Enrollment Counselors; and forty Enrollment Counselors. Responsible for monitoring production of the mailroom, enrollment processing and call center staff for compliance with contractual requirements. Produced daily reports pertaining to unit performance. Assisted with policy development and implementation. Provided two months (May-June 2006) on-site support to the Texas Enrollment Broker Project (San Antonio office).

Prior Experience**Metro-Atlanta Child Support Enforcement Project , Fulton County, GA****Operations Manager June 2000 – September 2005**

Responsible for the day-to-day activities of the office including recruitment and training of staff. Monitored the quality of service provided and the productivity of the staff. Also responsible for gathering, maintaining and analyzing statistical data related to office performance such as collections, paternity establishment, service of process rates, and other productivity data to ensure all federal, state and contractual time frames were met. Worked closely with the Project Manager to establish and maintain relationships with judges, clerks, state administrators, and other community agencies. Financially responsible for ensuring optimal budget management for the office. Managed staff of three Supervisors; three Leads; forty caseworkers; three Team Assistants; and one receptionist.

**Metro-Atlanta Child Support Enforcement Project, Cobb County, GA
Enforcement Supervisor September 1999 – June 2000**

Responsible for establishing and monitoring individual and team goals; ensuring compliance of federal and state guidelines. Provided guidance to the Enforcement Specialists regarding child support policy and procedures. Assisted in handling difficult cases. Trained and monitored for quality assurance. Supervised staff of five caseworkers and one Team Assistant.

**Metro-Atlanta Child Support Enforcement Project, Fulton County, GA
Special Functions Supervisor July 1998– September 1999**

Responsible for ensuring cases were processed through the legal system to establish and enforce child support orders. Monitored inquiries received from the Child Support Enforcement Director's Public Relations Office and other third party inquiries. Other responsibilities included training and community outreach. Supervised staff of five cases worker and two Team Assistants.

**Policy Studies, Inc. Atlanta, GA
Lead Enforcement Specialist - Child Support Enforcement Project 1995 - 1998**

**Information America, Inc., Atlanta, GA
Legal Research Specialist 1992 - 1994**

**Exide Electronics, Atlanta, GA
Service Coordinator 1988 – 1991**

**American Reservations, Inc., Atlanta, GA
Supervisor 1985 - 1988**

Education

B.A. / Psychology, Spelman College, Atlanta, GA

**Licenses and
Certifications**

Paralegal Certification – Litigation Specialty, National Center for Paralegal Training, Atlanta, GA