

REQUEST FOR PROPOSALS

CENTRAL FINANCE OFFICE FOR LOUISIANA'S EARLY INTERVENTION SYSTEM

EARLYSTEPS LOUISIANA'S EARLY INTERVENTION SYSTEM OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES DEPARTMENT OF HEALTH AND HOSPITALS

RFP #305PUR-DHHRFP-CFOEARLY-OCDD
Proposal Due Date/Time: March 30, 2011 / 4 pm CDT

Release Date: February 28, 2011

Department of Health and Hospitals
Central Finance Office
Request for Proposals

TABLE OF CONTENTS

Section	Content	Page
	Glossary	4
I	General Information	6
A	Background	6
B	Purpose of RFP	6
C	Invitation to Propose	6
D	RFP Coordinator	7
E	Proposer Inquiries	7
F	Pre-Proposal Conference (not required for this RFP)	7
G	Schedule of Events	8
H	RFP Addenda	8
II	Scope of Work	8
A	Overview	8
B	Deliverables	9
C	Liquidated Damages	19
D	Fraud and Abuse	21
E	Technical Requirements	21
F	Subcontracting	22
G	Background Checks	22
H	Insurance Requirements	23
I	Ownership of Material	24
J	Record and Data Confidentiality	24
K	News Releases	24
L	Advertising	25
M	Licenses and Permits	25
N	Resources Available to Contractor	25
O	Contact Personnel	25
P	Term of Contract	25
Q	State's Option to Reduce Scope of Work	25
R	Access to Records	25
S	Retention of Data and Records	25
T	Performance Standards	26
U	Payment Terms	26
V	Bankruptcy	26
W	Transition	27
X	Attorney Fees	27
Y	Contractor Status	27
III	Proposals	27
A	General Information	27
B	Contact After Solicitation Deadlines	27
C	Rejection and Cancellation	27
D	Award Without Discussion	28
E	Assignments	28
F	Proposal Cost	28
G	Errors and Omissions	28

Department of Health and Hospitals

Central Finance Office

Request for Proposals

H	Ownership of Proposal	28
I	Procurement Library/Resources for Proposer	28
J	Proposal Submission	28
K	Proprietary and/or Confidential Information	29
L	Proposal Format	30
M	Requested Proposal Outline	30
N	Proposal Content	30
O	Evaluation Criteria	34
P	On Site Presentation/Demonstration (not required for this RFP)	34
Q	Announcement of Award	34
IV	Contractual Information	35
	Attachments	36

Glossary

All Inclusive Hourly Rate - This rate shall be defined as all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial(administrative) support, all documents, reports, forms, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

AT – Assistive Technology – Equipment or items used by individual children to help them benefit from early intervention services.

CFO - Central Finance Office – The contractor which administers, manages, and operates a statewide data system, billing and collection system, and provider enrollment system as described in this RFP for OCDD and EarlySteps.

Department – Department of Health and Hospitals

DHH - Department of Health and Hospitals

EarlySteps – Louisiana’s Part C Early Intervention System

EFT – Electronic Fund Transfer

EI - Early Intervention.

EIDS - Early Intervention Data System.

EIS - Early Intervention System.

EOB - Explanation of Benefits

EOP – Explanation of Payments

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. The Department shall pay no additional fees or costs.

FSC - Family Support Coordinator – one type of EarlySteps provider that coordinates each child’s Individualized Family Service Plan, monitors on-going service provision and coordinates annual evaluations and transition.

HIPAA – Health Insurance Portability and Accountability Act.

IDEA – The Individuals with Disabilities Education Improvement Act. Part C of IDEA addresses the Early Intervention System

IFSP - Individualized Family Service Plan. A plan for services based on each child’s and family’s individualized needs.

Must – Denotes a mandatory requirement

OSEP - Office of Special Education Programs - The federal agency that awards Part C funds to states and monitors compliance with IDEA.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

Part C – That section of IDEA that provides for services for infants and toddlers with disabilities from birth to age 3 years.

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

RA – Remittance Advice

Shall – Denotes a mandatory requirement

Should – Denotes a preference, but not a mandatory requirement

SPOE – System Point of Entry - In Louisiana there are 10 offices which serve as the entry point for children referred to EarlySteps. The SPOEs are also responsible for maintaining the records for each child in the system, both the hard copy and electronic record.

Working Day - Monday through Friday, 8:00 am to 4:30 pm excluding official State holidays.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The Office for Citizens with Developmental Disabilities (OCDD) provides supports and services to help promote community participation and self-advocacy for people with developmental disabilities. These include but are not limited to: vocational support to help foster independence; financial support to families who have a child with severe or profound disabilities; and assistance to individuals and families so that the individual may be able to remain in the home. OCDD is also responsible for the administration of home and community-based waivers for citizens with developmental disabilities. The EarlySteps program is located within DHH OCDD. EarlySteps administers Louisiana's Part C of the Individuals with Disabilities Education Act (IDEA), which provides early intervention services for infants and toddlers (birth to three years old) with developmental delays or diagnosed medical conditions likely to result in developmental delays and their families.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide services of a Central Finance Office (CFO) to administer, manage and operate a statewide Early Intervention Data System (EIDS) which includes Part C federal data requirements, a billing and collection system for Part C Early Intervention Services and a service provider enrollment function for a period of three (3) years.
2. A contract is necessary to maintain the operations of Louisiana's early intervention system utilizing the existing software and developing modifications as necessary and/or a compatible system developed by the proposer to meet these as well as the data collection and reporting requirements of the Office of Special Education Programs (OSEP) in the US Department of Education. The system currently provides services to approximately 4500 eligible children and families statewide and includes all the data management functions for the system from tracking of referral and eligibility determination data through service authorizations, billing and claims processing, provider enrollment and maintenance.

C. Invitation to Propose

The DHH Office for Citizens with Developmental Disabilities / EarlySteps Program is inviting qualified proposers to submit proposals for services to administer, manage, and

Department of Health and Hospitals

Central Finance Office

Request for Proposals

operate a statewide data system for Part C Early Intervention billing and collection in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

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

Brenda B. Sharp
Program Manager
EarlySteps
Office for Citizens with Developmental Disabilities
Department of Health and Hospitals
628 North 4th Street
Baton Rouge, LA 70802
Telephone: 225-342-0095
Facsimile: 225-342-8823
Email: brenda.sharp@la.gov

2. This RFP is available in pdf at the following weblinks:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Pre-Proposal Conference

Not required for this RFP.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

G. Schedule of Events

OCDD reserves the right to deviate from this schedule of events.

Schedule of Events	
Public Notice of RFP	February 28, 2011
Deadline for Receipt of Written Questions	March 14, 2011 4:00 pm CDT
Response to Written Questions	March 21, 2011
Deadline for Receipt of Written Proposals	March 30, 2011 4:00 pm CDT
Proposal Evaluation Begins	April 1, 2011
Contract Award Announced	April 8, 2011
Contract Negotiations Begin	April 8, 2011
Contract Begins	July 1, 2011

H. RFP Addenda

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

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidinst.asp?department=4>.

It is the responsibility of the proposer to check the websites for addenda to the RFP, if any.

II. SCOPE OF WORK

A. Part C / EarlySteps Overview

1. OCDD EarlySteps Program, Louisiana's System for Part C of IDEA, provides early intervention services for eligible infants and toddlers (birth to three years old) with developmental delays or diagnosed medical conditions likely to result in developmental delays and their families.
2. Currently, ten (10) System Points of Entry (SPOE) offices are established via contract and serve as the entry point for children referred to EarlySteps. The SPOEs are responsible for initial Service Coordination including eligibility determination of and enrollment process for each referred child and family and supports the completion of the initial Individualized Family Service Plan (IFSP) for each eligible child and family. After eligibility is established, ongoing service coordination is provided by Family Support Coordinators (FSCs) and services are provided by EarlySteps service providers that provide the SPOE with information to enter into the data system. FSCs and service providers receive service authorizations, submit claims for services and

Department of Health and Hospitals

Central Finance Office

Request for Proposals

receive payments for services delivered. The SPOE is the only entity responsible for day-to-day maintenance of the child's electronic record in the Early Intervention Data System (EIDS). The SPOEs are the conduit for data to move from the regional level to a single statewide database used to interface with the Central Finance System. Data reports from the SPOE data systems are generated by the Central Finance Office in the format and at the frequency determined by OCDD.

3. Only the SPOEs have the right to enter and change data in the EIDS for all parishes in their specified region. Early Intervention Providers (EIPs) will have the right to read their own child data electronically according to OCDD policy.
4. Since children may re-enter the system after a period of non-participation or may participate in services provided by one or more DHH programs, the data system will account for this potential duplication of the child's information within the system by assigning unique child identifiers. Initial and ongoing diagnostic evaluations, resulting in continuation or termination of eligibility, are to be tracked by the system.
4. The number of individual child records that are processed through intake, annually, is approximately 9,000 – 10,000. This represents the number of children served in any one-year period, as well as the number of children that are referred but not identified as eligible.
5. The SPOEs are required to have computer hardware meeting the specifications for running the software system; DSL, Cable or other high-speed internet connection with email capabilities and an Internet Service Provider. The DHH currently has data system software (based on a program model from the State of Indiana First Steps Early Intervention Software) that is compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for use by the SPOEs.
6. The EarlySteps Early Intervention current software necessary to operate a CFO is provided under license from the State of Indiana. Information on components of the system can be found in the RFP library at <http://www.earlysteps.dhh.louisiana.gov/>. The Contractor must utilize the existing software or have capacity to convert current software to meet the requirements of the EarlySteps CFO contract. The contractor must have all necessary personnel and other supports, including computer hardware, necessary to support the EarlySteps Data Management System.

B. Deliverables

1. **Manage and Operate an Online Service Authorization, Claims Processing and Fund Recovery System**
 - a. System Implementation

The State of Indiana developed software which allows state early intervention systems to operate a "Central Finance Office" function and has made that software available to DHH. Louisiana maintains an agreement with the State of Indiana to use the software and the contractor will be allowed to make further modifications to the software as requested by OCDD. DHH previously made modifications to the software and the contractor will be able to use this software as modified. The contractor may also propose a system which could accommodate EIDS through an alternate application or one which would accommodate EIDS data conversion to a web-based application.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

If the contractor proposes to use the current EIDS system or convert to a proposer-developed online or web-based system, the contractor shall maintain and load all versions of the software on the server. The contractor must have the necessary hardware to allow the host server, currently in place, to receive uploaded data from the SPOEs via toll-free lines or a high-speed secure Internet option or allow for web-based transfer. For other compatible systems, the contractor will be responsible for downloading software to SPOE computers and other OCDD designated locations (approximately 24).

The contractor shall utilize, update, revise, and modify the software to meet regulatory changes required by applicable federal and state laws and comply with HIPAA requirements. The contractor shall make software enhancements or add additional components, reports, or functions that may need to be added to the software as determined by OCDD.

b. System Set Up/Conversion and Maintenance

The contractor will utilize or modify the existing Early Intervention Data System (EIDS) to accomplish the following functions, including data access, reporting and monitoring capabilities and account tracking:

- i. Service coordination system that includes collecting data from entry (at referral), through the intake process, eligibility, implementation of the IFSP and transition. The data will capture requirements following OCDD policies and procedures.
- ii. Online provider authorizations and claims system that includes collecting data for creating authorizations and payment of providers electronically.
- iii. Online general supervision/monitoring requirements that includes data collecting, analysis and reporting on the OSEP indicators including child and family outcomes.

c. Authorization of Services

Authorizations for assessments for IFSP planning are entered by the SPOE prior to and following the development of the IFSP. The IFSP is the authorizing document for Part C Early Intervention Services. Data from the IFSP is electronically transmitted by the SPOE to the contractor, providing identifying information for the child and family service needs. The contractor shall generate an authorization for services, which is sent electronically to the FSCs and the service provider(s) within two (2) working days of receipt of the data from the SPOE so that services are initiated timely. Contractor shall also provide the authorization for services to families either via electronic transmission or direct mailing within two (2) working days. In addition, authorizations for service coordination will be submitted to the Medicaid fiscal intermediary to authorize claims payment for service coordination reimbursed by Medicaid. The contractor is responsible for meeting the hardware and software requirements for transmission of the authorizations to the Medicaid fiscal intermediary. The prior authorization processing requirements established between EarlySteps and the fiscal intermediary are contained in the Detailed Specifications Document in the RFP library. Authorizations will be processed daily or according to the schedule determined by OCDD.

The contractor shall track types of service, methods, locations, duration, number of occurrences and diagnoses and shall calculate the dollar amount authorized. The data system shall limit access to enrolled providers and authorized users as designated by OCDD to service authorizations for early intervention services identified on an eligible child's IFSP. The value of authorizations is computed

Department of Health and Hospitals

Central Finance Office

Request for Proposals

using an established fee scale, determined by OCDD. The maximum dollar value of the authorization shall not be printed on the authorization document itself. Providers shall be paid no more than the maximum rate established in the fee scale.

d. Claims Processing and Payment

The contractor shall manage and operate a Claims Processing and Payment System in compliance with HIPAA requirements. The contractor will process claims submitted to the Central Finance Office via batch claims in a standard 837P format or by allowing entry into the provider module on an individual basis. All providers submitting an 837P format are eligible to pick up their remittance advice via an 835 format.

The contractor will receive claims from the submitting service provider who will prepare an electronic file in a format specified by the current software to the contractor for use in payment within thirty (30) calendar days of receipt from the submitting service provider. The contractor shall provide monthly Explanation of Payments (EOP) to providers online and Explanation of Benefits (EOBs) to families via mail.

Providers will be required to utilize the electronic provider claims system. The provider will be able to enter its own claims, view claims status, and review check payment history. The providers will receive payments from the contractor electronically via electronic funds transfer. If the provider disputes a claims denial or claims payment, contractor will follow the appropriate DHH policy in the EarlySteps Practice Manual or in the Provider Billing Manual located on the EarlySteps website.

Contractor will key paper claims submitted by parents and others when necessary and enter adjustments. Contractor will reconcile claims received from providers and provide payment within OCDD directed timeline.

OCDD will have access to all claims data via online access and inquiry into the claims data system.

Contractor will monitor the bank account from which payments are generated and provide a monthly reconciliation of the account to OCDD. Funding requests will be sent to OCDD for each Electronic Funds Transfer (EFT) batch processed. Contractor will provide payment detail reports on a monthly basis to OCDD.

The contractor must electronically provide detailed claims information to OCDD, at least monthly. Claims and remittance advice data will be supplied in HIPAA standard transaction sets (X12N, 4010A1, 837 and 835) or subsequent formats mandated by Federal or State regulations. The contractor must be able to have import and export capability to other OCDD designated systems as determined by OCDD.

The contractor shall implement internal controls, policies, and procedures designed to prevent, detect, review, and report potential fraud and abuse activities by providers and subcontractors. The contractor shall identify improper payments, improper billing of services, accuracy and reliability of financial information. The contractor shall reimburse DHH for payment of any Part C early intervention service and/or any audit exception for which the provider was not entitled to such payment.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

Should the contractor become aware of possible fraud, the contractor must report all relevant information to OCDD orally and in writing within twenty-four (24) hours of its discovery for discussion and implementation of appropriate actions. Thereafter, the contractor and its subcontractors (including its financial institution) shall cooperate fully in any reviews or investigations and in any resulting subsequent legal action.

The contractor will offer the services of "billing agent" for enrolled providers for processing of Medicaid claims including claims submission, tracking payments, and reconciliation. These services will be offered to providers at the current standard rate as other approved billing agents in Louisiana and at no cost to the state or to the Medicaid fiscal intermediary. The enrolled provider will be the "payee" with the contractor completing the billing for the provider. Information on becoming an enrolled "billing agent" through Medicaid can be obtained from the following web address:

http://www.lamedicaid.com/provweb1/billing_information/emc.htm or through a link contained in the RFP library at <http://www.earlysteps.dhh.louisiana.gov/>.

e. Fund Recovery

Medicaid - The contractor is responsible for verifying Medicaid eligibility for every enrolled participant. Eligibility verification will occur according to the 270/271 submission process required by Medicaid and the DHH fiscal intermediary. The contractor will be required to apply for and receive submitter status for this purpose. Eligibility verification will occur according to the timeline established by DHH. Upon receipt of eligibility data from the DHH fiscal intermediary, the contractor will populate the EIDS with eligibility data such that the appropriate fund source is billed and such that providers are unable to submit claims to other funds when eligible for Medicaid payment.

For those participants who, after enrollment, have been found to be Medicaid eligible:

- i. Contractor shall reconcile payment from the appropriate funding entity.
- ii. Contractor shall submit service coordination authorizations electronically to Medicaid through the DHH Fiscal Intermediary on a weekly basis or according to the schedule determined by DHH. Contractor will be responsible for costs associated with data submission. Average cost for 2009 for the submission process was \$2,000 per month.
- iii. Contractor shall deny submitted claims and/or recoup the funds from the provider and direct them to bill Medicaid if the provider has already been paid through Part C.
- iv. Contractor is responsible for all follow-up and reconciliation reporting until Medicaid eligibles' claims have been appropriately processed.
 - Contractor will be responsible for reconciliation of claims within 120 days from date of service.
 - Contractor will attempt to resolve denials after identification of the reason for the denial. If unable, contractor will work with DHH staff, DHH Fiscal Intermediary, providers and participants to reach resolution.
 - Contractor will report to DHH all claims over 120 days following date of service which have not been paid with documentation of action taken and advise DHH of possible additional action.

Contractor will continuously analyze the process and recommend changes to increase recovery rates after implementation of this process.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

Private Insurance –

Contractor will process all insurance claims authorized by families for EarlySteps beginning in the 2nd year of the contract or later as determined by OCDD. Contractor will conduct ongoing private insurance recovery and submit commercial insurance recovery reports to the OCDD. Contractor will report monthly to OCDD on all private insurance payments obtained from private insurance claims.

Contractor may utilize an insurance clearinghouse for private third-party billing. If it chooses to use a clearinghouse, the contractor will utilize the clearinghouse's capabilities to judge and verify:

- Efficiency of percentages of claims submitted
- Rejection percentages
- Other measures designed to increase the percentages of funding recovered

Contractor will process the private insurance claim remittance advice(s). The contractor will account for all private third party submissions, receipts and follow up on pending claims submitted on a monthly basis. The contractor will be responsible for re-submission of all denied claims. All fund recovery reports will be available to the OCDD electronically and in a format as prior approved by DHH.

For private insurance, contractor will process the remittance advices received from private insurance claims submissions and report all the payments received for this activity.

Contractor will analyze the denials, paid partials and paid claims resulting from private fund recovery activities. The contractor will review the fund recovery activities and determine possible areas to increase the percentages of claims paid. Contractor will advise the OCDD of any possible recommendations that may increase the recovery rates of insurance.

Family Cost –

Beginning in the 2nd year of the contract, or later as determined by OCDD, contractor will process monthly cost participation fund recovery efforts. This includes the creation and mailing of statements to families, processing payments received from the families, recording payment reported by OCDD and managing the fund account. A Family Cost Participation Statement will be sent on a monthly basis and will include the following cost activities:

- The total amount due. If the prior month's payment is received after the generation of the current month's statement, the receipt of that payment may not be acknowledged on the statement. However, the payment will not be considered delinquent.
- A family will have thirty (30) calendar days from the date of issuance of the Family Cost Participation Statement to pay their cost share payment. The contractor will generate delinquent notices and suspension notices to families.
- If payment is not received within thirty (30) calendar days of issuance of the delinquent notice (60 days past due), a final written notice of non-payment will be mailed to the parent stating that if payment is not received within fifteen (15) calendar days, services will be suspended. The prior notice will include the suspension date for services, excluding service coordination.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

- The contractor will notify service providers, via email, if services are to be suspended; this notification will include the effective date for suspension of services. Authorizations for services excluding service coordination will be cancelled per the date of suspension.

f. Other Funding Sources

The contractor will prepare billings to the various funding sources, according to child/family eligibility, service definitions and provider credential. The contractor will interface with other systems within OCDD and other applicable agencies as approved by OCDD.

g. Reporting

The contractor shall provide the following reports to OCDD for all payment and recovery efforts at a frequency determined by OCDD. Such reports will be available in an electronic format to be prior approved by OCDD.

- Summary report of the total number and amounts claims submitted.
- Summary report of the total number and amounts of claims received.
- Summary report of the total number and amounts of claims denied.
- Summary report of the total number and amounts of claims rejected.
- Detailed report of claims paid per child.
- Detailed report of claims denied per child.
- Detailed report of claims rejected per child.
- Detailed report of claims paid per provider.
- Summary report of all fund recovery activities

2. **Provider Enrollment/Sanctions/Suspensions/Termination**

a. Provider Enrollment

The contractor shall process individual and agency provider enrollment applications according to the administrative requirements established by EarlySteps. Currently, there are approximately 1,200 providers enrolled.

Contractor will process provider enrollment applications according to the administrative requirements established by OCDD. Contractor will schedule monitoring and enforce the enrollment and credentialing requirements as directed by OCDD. Providers will submit enrollment packets to the contractor after attending an enrollment meeting with the appropriate Regional Coordinator.

The contractor will ensure that enrolled providers meet registration, certification and licensure requirements. Contractor will also ensure that providers maintain a current statewide state police background check. Contractor understands that OCDD establishes the policy related to provider exclusion and will adhere to policies that the OCDD has established in this regard. Contractor understands that suspension of an enrolled provider must be upon prior approval from OCDD.

The Contractor must assure that enrolled providers meet all applicable national and/or state licensure and credentialing requirements for their specific discipline.

Following assurance that an enrollment application meets all DHH and OCDD requirements, the provider will be enrolled within 5 working days. The contractor will electronically track and submit reports to OCDD on a monthly basis that will include the status of providers with active and pending enrollment on a regional level and new provider enrollment by region.

b. Provider Data Maintenance in EIDS

Department of Health and Hospitals
Central Finance Office
Request for Proposals

The contractor shall manage and update a web site for service coordinators, providers and SPOEs to access a matrix of all providers, types of service and the providers' availability to provide services to each child in need of such services. The State of Louisiana's current provider web site is located at: <http://www.laeikids.com> and is available as a resource for review by proposers.

The contractor will maintain a statewide Provider Matrix for use at the parish, regional, and central office levels to support informed decision-making for families in the selection of providers for needed services for eligible children. The statewide Service Matrix is a listing of all professionals enrolled in the Early Intervention System and assists the State in meeting its federal requirements for the early intervention system Central Directory. The contractor will provide updates to the Matrix as directed by OCDD.

c. **Sanctions/Suspensions/Terminations**

The Contractor will track status of licensures/certifications/background checks of providers. Upon notification by OCDD, the Contractor shall exclude providers from maintaining enrollment who have not provided current licensure/certification/background checks or who have a revoked professional license.

Contractor will implement the process of holding/stopping/recouping provider payments based on sanctions imposed by OCDD. OCDD will provide written notification and explanation of provider suspension or termination to the Contractor. The Contractor must ensure that suspended or terminated providers are unable to access system data, do not provide early intervention services for OCDD, and are unable to submit claims for reimbursement. If the provider is reinstated, the OCDD will send a written notification to the Contractor. The contractor will track and provide to OCDD on a monthly basis a report listing provider sanctions, suspensions and terminations.

3. Manage and Provide Data Reporting and Quality Assurance

a. **User Manuals/Systems Documents**

The contractor will create user manuals and all system-generated documents subject to review and approval of OCDD before implementation of such documents. The user manuals must be complete and easy to read. The manuals must be in an accessible format for posting to the EarlySteps web site. The user manuals must be provided on-line. The contractor shall update the user manuals as determined by OCDD but no less than annually.

b. **Website/Service Matrix**

The contractor must manage the Louisiana Early Intervention System (LAEIS) Provider Web Site in accordance with HIPAA. Contractor will provide a web site to host the complete Early Intervention Billing Manual, provider enrollment documents, provider guides, procedure codes and rates structure, reimbursement calendar, and links to pertinent resources. Hosting these manuals and guides online will increase their availability and decrease potential printing costs to OCDD.

c. **Disaster Recovery Plan and System Availability Plan**

The contractor shall develop and submit a Disaster Recovery Plan to OCDD for approval within sixty (60) calendar days of contract implementation. Operations and data shall be fully restored within twenty-four (24) hours of an emergency event that may cause disruption in service. OCDD reserves the right to review

Department of Health and Hospitals

Central Finance Office

Request for Proposals

and approve any plan and inspect any facilities associated with disaster recovery. A disaster recovery operational test shall be conducted by the contractor on an annual basis. The system shall not be down in excess of seven (7) hours during a continuous five (5) day period.

In the event of non-emergency system failure, the contractor shall have two (2) working days from the date of receipt of written notification of failure to perform to the specifications to cure the failure. However, additional working days may be approved if deemed necessary by OCDD. If the failure is not resolved within this warning/cure period, penalties may be imposed retroactively to the date of failure to perform. Whenever possible, system shut-down for maintenance and updating will occur during times not generally accessed by users and with prior notification posted in EIDS.

d. Standard Reports

The contractor must create standard reports which can be accessed electronically by OCDD staff. These standard reports must be permanently incorporated into the EIDS. Once a programming code is designed in creation of a report, it should be added as an enhancement to the application(s) involved, and should be accessible to designated members of OCDD staff from that time forth. Any reports determined not to be needed in the new system that have not yet been created in the proposed system, may be substituted with a newly identified report on a one for one basis at no additional cost to DHH. Examples of standard reports may be found in the RFP Library.

e. Design and Incorporation of Reports

The contractor will design reports requested by OCDD and incorporate those reports into the reporting system(s) for use by OCDD. Reports should be formatted to allow data sorts by users.

Any report which the contractor develops on its own for use in implementation of its own Quality Enhancement System will also be made available to OCDD upon request and at no additional cost to DHH.

f. Ad Hoc Analysis and Reporting

The contractor must provide ad hoc statistical and management reports as requested by DHH Contract Manager according to an agreed upon format. Contractor will provide up to twelve (12) ad-hoc reports per contract year at no additional cost to DHH.

User access to all reports will be based on level of security approved by OCDD. The contractor will provide approved users the capability to sort, extract, and export and import data for the purpose of complex analyses.

g. Data Management

The contractor will coordinate activities with OCDD EarlySteps data manager who will be responsible for collection, compilation, organization, analysis and evaluation of data with the contractor liaison.

h. Quality Assurance

The contractor will be required to have a Quality Assurance/Quality Enhancement (QA/QE) System which must include the following:

- Contractor Vision
- Contractor Mission

Department of Health and Hospitals

Central Finance Office

Request for Proposals

- Organizational Chart
- QE Policy and Procedures
- Quality Enhancement Committee which involves stakeholders
- Goal Development
- Plan Implementation
- Data Collection and Analysis

The contractor must include strategies that produce data to assure contractor compliance including, but not limited to, the following requirements:

- The signed contract
- Rules and Regulations
- Data analysis of all data gathered, including but not limited to:
 - Trends and patterns
 - Contractor strengths
 - Areas requiring improvement(s) by the Contractor
 - Contractor compliance with program requirements

The results of the data analysis must be used in the development of goals and indicators included in the contractor's Quality Enhancement plan.

i. Quality Assurance - Survey

The contractor shall develop surveys for OCDD approval for family and provider satisfaction. The contractor shall survey families and enrolled providers prior to December 31st each year. The contractor shall analyze the results and provide aggregate data to OCDD on family and provider satisfaction.

4. Manage and Operate Help Desk and Provide Technical Assistance and Training

a. HelpDesk

The contractor will maintain a Help Desk for all EarlySteps families, providers, SPOEs and DHH personnel. Contractor shall provide designated staff that are knowledgeable of the Louisiana EarlySteps system to respond to requests for assistance concerning authorizations for services, claims processing, verification of addresses and phone numbers, electronic billing processes, Provider Billing Manual, SPOE database system, etc.

Contractor will provide a national toll free number for Help Desk assistance and must respond to all inquiries to the Help Desk within one (1) business day. Contractor Help Desk and Technical staff must be available from 8:00 a.m. to 5:00 p.m., (CST-CDT) 52 weeks per year to answer inquiries from SPOEs and OCDD.

All calls to the contractor's help desk must be tracked using industry standard help desk software. The help desk software must have the ability to group calls based upon problem areas and trends noticed within the help desk calls. Help desk reports containing data collected shall be provided to OCDD with monthly invoices. Standard reports may be used but the ability to generate custom reports on an as needed basis is required. The contractor must provide real time access to the help desk logs and/or application.

Contractor's support personnel will also be available by email through a mailbox maintained by the contractor. Responses to email will be delivered no later than the next business day. Contractor must maintain an email support log in a format approved by DHH to document the date and time of the email, user name, user

Department of Health and Hospitals

Central Finance Office

Request for Proposals

location, problems, resolutions and date and time of email response. Support log data shall be submitted with monthly invoices.

b. Provider Training and Technical Assistance

The contractor will provide OCDD-approved training and technical assistance as described below. Training outlines, agenda, and handouts will be delivered 20 days prior to training sessions for approval. The contractor will bear all costs incurred, including training sites, handouts and other fees related to training. Training activities will be coordinated with other training agencies as determined by OCDD.

i. SPOE

The Contractor shall conduct up to two training sessions for all ten (10) SPOEs and OCDD staff in the first year. EarlySteps will supply the room and computer terminals. The contractor shall be responsible for training manuals and any other training materials for each individual trained. EarlySteps estimates one (1) training session may be needed each of the subsequent years of the contract term. The training will focus on data system requirements and updates. The estimated number of SPOE/staff trained will be 40.

ii. Provider/FSC

The contractor shall conduct up to two (2) training sessions per year to service providers. These trainings will be held via videoconference broadcast by OCDD. These trainings will familiarize providers with any updates to the system. The contractor shall provide telephone support/coverage for providers inquiring about authorizations and payments through the Provider Help Desk. The estimated number of providers/FSC trained will be 1100.

iii. Family

Contractor will mail monthly Explanation of Benefits to families in addition to six (6) other mailings per year as requested by OCDD and provide support via telephone for other Early Intervention matters. Contractor will provide a process to refer parents who wish to submit inquiries concerning provider claims paid to EarlySteps.

iv. EarlySteps Central Office/Regional Staff

During the first year of the contract, the contractor must meet with OCDD Central Office for onsite visits in the Baton Rouge area on a quarterly basis as determined by the contract manager. Subsequent to the first year of the contract, the contractor must meet with OCDD Central Office for onsite visits in the Baton Rouge area two (2) times per contract year, as needed. Additionally, the contractor shall, at a minimum, participate in bi-weekly telephone conferences with OCDD Central Office. Training and technical assistance will be provided to OCDD Regional Staff as approved by the Central Office.

5. Design Phase

a. Project Plan

A detailed project plan and timeline will be developed by the contractor and must be submitted for review and acceptance prior to all activities. Once this plan is accepted, it will be updated as requested by OCDD when timelines and tasks change. Project plan changes must be submitted for review and acceptance before work is commenced.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

b. Requirements Gathering

Using a documented methodology, the contractor will gather specific business requirements necessary for the development or customization of an information system capable of performing the business operations outlined in the overview. This methodology must be documented and approved by OCDD prior to performance.

c. Detailed Design Documents

A Detailed Design Document (DDD) and Detailed Technical Specification (DTS) must be developed and submitted for review and acceptance.

6. Testing Phase

a. Test Plan

A comprehensive test plan must be developed that incorporates all of the documented functional requirements. This test plan must be submitted for review and acceptance.

b. Test System

A separate test system must be implemented during the testing phase. All testing will be performed on the test system. This system should be architecturally similar to the production system detailed in the Detailed Technical Specification.

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.

- a. Non-Compliance with applicable policies, rules and regulations, or with the terms and conditions prescribed in the contract for Central Finance Office Services- \$500 per finding and \$100 per day until compliance achieved.
- b. Contractor has presented, or has caused to be presented, any false or fraudulent claim for services or has submitted or has caused false information to be furnished to the DHH---\$1000 per finding.
- c. Contractor has failed to keep or make available for inspection, audit or copying, any identified records regarding payments made for providing services-\$500 per finding and \$100 per day until compliance achieved.
- d. Contractor has failed to furnish information requested by DHH regarding payments for providing goods or services---\$500 per finding and \$100 per day until compliance achieved.
- e. Late submission of required reports without prior notification- \$50 per working day, per report.
- f. Key personnel commitments made in the contract shall only be changed with prior written approval of OCDD. The contractor is responsible for the training and education of new personnel at the contractor's expense. OCDD shall not be liable for any cost related to the training or education of new or substitute staff. Failure to fill vacant contractually required key staff positions within 30 days - \$500 per working day from 31st day of vacancy until filled with a qualified employee approved by the Department.
- g. Failure to maintain all files and perform all file updates according to the requirements in the contract - \$200 per working day for each day after the agreed upon date.
- h. Failure to comply with call center requirements as specified in the RFP or as agreed to by the Department - \$100 per occurrence.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

- i. Inaccuracies in the Provider Enrollment process approved by the Program Administrator - \$100 per occurrence.
 - j. Failure to comply with certification and monitoring deliverables- \$100 per occurrence.
 - k. Correctness of Payments- Performance Requirement
All payments, adjustments and other financial transactions must be made to enrolled providers for approved services, and in accordance with the payment rules and other policies of the DHH. The contractor shall be liable to DHH for all erroneous payments, which the contractor has not corrected, pursuant to the process and timeframes outlined below. The contractor shall orally notify DHH immediately and in writing within twenty-four (24) hours of its discovery of erroneous payment. All of the circumstances relating to the cause and the effect of each error, including the identification of each provider affected, the amount of overpayment/underpayment made to the provider, and the identification of all affected claims, shall be furnished to DHH. Notice to DHH shall include the submission of a written plan to correct the system or operational error that resulted in the overpayment/underpayment. Such plan is subject to approval or rejection by DHH. Charges of \$50 per day for each day beginning the date the erroneous payment is made until DHH is notified may be imposed if the contractor fails to notify DHH within 24 hours following discovery.
 - l. Correctness of Payments - Adjustments
The contractor shall pay to DHH any portion of an erroneous payment not recouped within sixty (60) calendar days of its receipt of any direction initiating its recoupment. In addition to the amount of the erroneous payment, OCDD may hold the contractor liable for interest payments at 2% of the erroneous payments per month. The contractor shall make such payment to DHH within seven (7) calendar days of the expiration of the sixty (60) calendar day period.
 - m. Contract Schedule - Performance Requirement
The contractor must install, test and have a fully functional Early Intervention System within thirty (30) working days following contract award. The contractor must immediately advise OCDD of any circumstance or event that could result in late completion of any task or subtask called for completion on a certain date. If, for any reason, the contractor is delayed in meeting the contract schedule and time frames, penalties may be assessed. Approval of corresponding change order(s), contract amendment(s) or work plan modification(s) does not imply that penalties will not be assessed. Charges of \$500 per workday, or any part thereof, may be assessed for delay in meeting any of the dates specified as milestones in the contract terms.
 - n. Additional Penalties and Payment Recovery
Penalties may be assessed against the contractor in an amount equal to the costs of obtaining alternative central finance office services. The penalties shall include the difference in the payment that would have been paid to the contractor and the rates paid to the replacement contractor. DHH may withhold payments to the contractor for penalties until such penalties are paid in full or may recover penalties from the performance bond or 10% retainage payable to DHH. Imposition of any penalty shall not be suspended. Any and all penalties shall become due and payable upon written notification from DHH. Failure to remit within ten (10) working days shall result in withholding of the contractor's monthly payments until all outstanding penalties are paid.
 - o. DHH has the right to recover any amounts overpaid to the contractor and/or its subcontractors.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:

Department of Health and Hospitals

Central Finance Office

Request for Proposals

- a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of program participants or places OCDD at risk of violating federal/state performance requirements.
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.
3. OCDD reserves the right to resort to other remedies provided by law or as provided herein and to terminate the contract.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

1. The contractor will receive electronic data transmissions from each SPOE on a daily basis. The contractor must have the required hardware in place to receive this data via toll-free lines, dial-up or other secure options. The contractor shall track dial-up activity/uploading activity from the SPOE and shall report to OCDD if a SPOE has not communicated electronic data to the contractor for more than five (5) working days. The contractor is responsible for consolidating the data from all SPOEs into a single, internally consistent statewide database, making that data available electronically to OCDD and Early Intervention Service providers. The communications software necessary for moving data from the regional level to the single statewide database must be provided by the contractor. The operating system, database, and productivity software shall be upgraded to meet OCDD standards. The contractor will use industry standard data encryption processes for the data maintained in EIDS as well as for data which is transmitted.
2. The SPOEs are required to have computer hardware meeting the specifications for running the software System, DSL, Cable or other high-speed internet connection with email capabilities and an Internet Service Provider. DHH currently has software, (based on a model from Indiana First Steps Early Intervention Software) that is compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for operating the SPOEs. See Attachment VII for Hardware Architectural Diagram.
3. The Contractor must maintain hardware and software compatible with DHH requirements. Any exceptions to these standards must have the prior express written approval of OCDD. The current DHH hardware and software minimum requirements are as follows:

IBM compatible PC
Pentium 4 Celeron or Equivalent Processor (or compatible successors)
2Gig of RAM memory
Enough spare USB ports to accommodate thumb drives, etc

Department of Health and Hospitals

Central Finance Office

Request for Proposals

10 Gig free hard drive space (suggest 80 Gig hard drive for the system)
Ethernet LAN interface for laptop and desktop PC's
Color Monitor
Printer compatible with hardware and software required
High speed internet with email
CD ROM
Windows XP, SP3 or later version of operating system (minimum)
Windows Internet Explorer 7.0 (or later)
Microsoft Office 2003 or later
MS-SQL Server
Appropriate Firewalls for internet security
Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.)

4. All of the contractors' hardware and software should be able to interface with the following:

Desktop OS
Server OS
Redhat Linux
Server Databases
Oracle RDBMS 10G
Enterprise Directory Services
Oracle Internet Directory
Desktop Productivity
Microsoft Office XP, 2003 or later

5. All databases shall be in a SQL service platform and all database schema must be approved by DHH.

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

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

Should the contractor utilize a subcontractor(s) to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's(s):

- performance;
- compliance with all of the terms and conditions of the contract; and
- compliance with the requirements of all applicable laws.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

No subcontractors are authorized to begin work until the contractor has received prior written approval from OCDD.

G. Background Checks

OCDD reserves the right to conduct a background check on any contractor or sub-contractor personnel. If requested by DHH, the contractor and/or sub-contractor must provide all necessary authorizations for the background checks for all personnel. Background checks, if performed at DHH request, will be paid by OCDD.

H. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. 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) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

Compensation Insurance

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

Commercial General Liability Insurance

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

Insurance Covering Special Hazards

Special hazards as determined by the 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.

Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance

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

I. Ownership of Material

Notwithstanding the provision of CF-1, Page 3, paragraph 10, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of OCDD and shall be delivered to OCDD upon ten (10) working days notice from OCDD.

With respect to software computer programs and/or source codes developed for OCDD, the work shall be considered "work for hire", i.e., OCDD, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to OCDD all right, title and interest in and to any copyright, and OCDD shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

Should the contractor have pre-existing intellectual property to be used in the performance of services under the contract, the intellectual property must be identified prior to use. If the contractor identifies such intellectual property ("Background IP") during contract negotiation, then the Background IP owned by the contractor on the date of the contract remains the property of the contractor. The contractor shall grant OCDD a non-exclusive, royalty free perpetual license to use any of the contractor's Background IP delivered to OCDD for the purposes agreed to under the contract.

J. Record and Data Confidentiality

The contractor must describe procedures to protect the confidentiality of records in EIDS, including encryption of data that may be transmitted via e-mail or the internet. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. Such conduct may be reported to the State Attorney General for possible criminal prosecution. In addition, protected health information shall be protected as required by HIPAA.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

The contractor must also describe procedures to protect the security of any child specific records according to Federal Education Rights and Privacy Act (FERPA) requirements.

K. News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of OCDD.

L. Advertising

The contractor shall not use OCDD's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of OCDD.

M. Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform the services required under the contract. The contractor shall supply OCDD with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award.

N. Resources Available to Contractor

OCDD will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

O. Contact Personnel

All work performed by the contractor under the contract will be monitored by:

Brenda B. Sharp, Program Manager
OCDD, EarlySteps Program
DHH Office for Citizens with Developmental Disabilities
628 N. Fourth Street/PO Box 3117
Baton Rouge, LA 70802 / 70821
Phone: (225) 342-0095
Email: brenda.sharp@la.gov

P. Term of Contract

The contract shall commence on or about the date approximated in the Schedule of Events. The term of the contract shall be for a period of three (3) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

Q. State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, OCDD shall provide written notice to the contractor. Upon receipt of such written notice, the contractor will submit, within five (5) working days to OCDD, an itemization of the work effort already completed under the contract for payment purposes.

R. Access to Records

In addition to the terms stated elsewhere in this RFP, the State or its designee shall have access, upon demand, to any books, documents, papers and records of the contractor related to the contract. The contractor shall insert identical rights of access for the State into any subcontractor agreement the contractor enters into under the contract. Failure to meet the requirements of this section shall be considered a material breach of contract and the State may use any remedy available under the contract or under law.

S. Retention of Data and Records

Notwithstanding the provisions of CF-1, page 2, paragraph 4, Contractor agrees to retain all books, 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 Part C IDEA and any other applicable requirements, whichever is longer. Contractor shall make available to OCDD or its designee such records within ten (10) calendar days of OCDD's written request and shall deliver such records to OCDD's central office in Baton Rouge, Louisiana, all without expense to OCDD. Contractor shall allow OCDD or its designee to inspect, audit or copy records at the contractor's site, without expense to OCDD or its designee.

Should the Contractor enter into a sub-contract for provision of any of the services contained in this RFP, all records and data must be maintained at the contractor's site.

T. Performance Standards

Refer to Attachment V.

U. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly. The contractor must submit monthly invoices within fifteen (15) calendar days following the end of the month. The invoice format will be developed by OCDD and provided to the contractor prior to the contractor submitting the first invoice. All invoices submitted must include supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the contract and must be in strict accordance with the firm, fixed prices submitted for each deliverable on the contract price schedule. Invoices should reference the appropriate contract price sheet line item. The report shall contain, at a minimum, the following information distinguishing public/private/Part C/other funding:

- Claims Processed.
- Amount of funds recovered, including Medicaid.
- Delinquent payment notices processed.
- Providers enrolled / suspended / terminated.
- Training Sessions Conducted.
- Help Desk Activity.
- Software Updates and Revisions.
- User Manuals and System Generated Documents Updates.
- On-Site Visits Conducted.
- Telephone conferences Conducted with DHH Staff.
- Web Site Updates.
- Disaster Recovery Plan Testing.

Payment of invoices is subject to approval of the Contract Manager or her designee.

The contractor will **not** be reimbursed for any other fees, travel expenses, out of pocket expenses, equipment, materials or supplies.

OCDD reserves the right to renegotiate payment made under the contract based upon increases/decreases in volume that meets or exceeds 10% above/below volume projected in this RFP.

OCDD reserves the right to remove any task/function contained in the contract at any time with a minimum of forty-five (45) days advance notice in writing to the contractor. OCDD and the contractor will renegotiate payment based on the task/function removed.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

V. Bankruptcy

The contract is subject to termination upon the filing of a bankruptcy petition under Federal Bankruptcy Law, unless such petition shall have been dismissed within thirty (30) days of the filing of it. If contract is terminated under this provision, the performance bond or retainage amount shall be forfeited.

W. Transition

Upon expiration, termination, or cancellation of the contract, the contractor shall assist OCDD to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by OCDD. The contractor shall deliver at no cost to OCDD all requested records, reports, documentation, data, and material developed or acquired by the contractor as a result of the contract.

The contractor shall discontinue providing services or accepting new assignments under the terms of the contract on the date specified by OCDD in order to insure the completion of such service prior to the expiration of the contract. Thirty (30) working days prior to the termination of this contract, the contractor shall fully cooperate with any subsequent contractor during the transition period. OCDD Program Manager shall serve as the transition coordinator between the existing contractor and the replacement contractor.

X. Attorney Fees

In the event DHH should prevail in any legal action arising out of the performance or non-performance of this contract, the contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

Y. Contractor Status

The contractor is an independent contractor offering such services and shall not represent itself or its employees to be an employee of the State of Louisiana.

III. PROPOSALS

A. General Information

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

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

B. Contact After Solicitation Deadline

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

C. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

D. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

E. Assignments

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

F. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost for any portion thereof in the proposed contract price.

G. Errors and Omissions

The State reserves the right to make corrections due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposer.

H. Ownership of Proposal

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

I. Procurement Library/Resources Available to Proposer

Relevant material related to this RFP will be posted at the following web address: <http://www.earlysteps.dhh.louisiana.gov>. In addition, the proposer should reference the links provided in this RFP.

J. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy and should submit one (1) electronic copy (flash drive or cd) and ten (10) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements

Department of Health and Hospitals

Central Finance Office

Request for Proposals

should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

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

If courier mail or hand delivered:

Mary Gonzalez

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4th Street, 5th Floor

Baton Rouge, LA 70802

If delivered via US Mail:

Mary Gonzalez

Department of Health and Hospitals

Division of Contracts and Procurement Support

P.O. Box 1526

Baton Rouge, LA 70821-1526

K. Proprietary and/or Confidential Information

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

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

4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of

Department of Health and Hospitals

Central Finance Office

Request for Proposals

another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.

6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

L. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

M. Requested Proposal Outline:

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

N. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of OCDD/EarlySteps as related to the

Department of Health and Hospitals

Central Finance Office

Request for Proposals

scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.

- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
 - c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
 - d. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).
 - ii. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
 - iii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
 - iv. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.
5. Work Plan/Project Execution
- The proposer should articulate an understanding of and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:
- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
 - b. Provide a strategic overview including all elements to be provided.
 - c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
 - e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
 - f. Describe approach and strategy for project oversight and management.
 - g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
 - h. Demonstrate an understanding of and ability to implement data collection as needed.
 - i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
 - j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
 - k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
 - l. Identify all assumptions or constraints on tasks.
 - m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
 - n. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
 - o. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
6. Relevant Corporate Experience
- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
 - b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

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

9. Corporate Financial Condition

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

10. Cost and Pricing Analysis

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

Department of Health and Hospitals
Central Finance Office
Request for Proposals

- b. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment IV) for each year of the contract to demonstrate how cost was determined.
- c. All costs associated with any such licenses, permits and authorizations must be considered by the proposer in its proposal.

O. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
3. Scoring will be based on a possible total of **100 points**. Each evaluator will score each proposal and the proposal with the highest combined total score will be recommended for award.
4. Cost Evaluation:
 - a. The proposer with the lowest total cost shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$CPS = (LPC/PC) * 25$$

CPS = Cost Proposal Score
LPC = Lowest Proposal Cost of all Contractors
PC = Individual Proposal Cost
 - b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
 - c. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
 - d. The DHH Deputy Undersecretary may provide information to the Proposal Evaluation Committee to assist in its evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	15
Work Plan	20
Corporate Experience	15
Financial Statements	5
Qualifications of Personnel	15
Cost	30
Total Points	100

P. On-Site Presentations/Demonstrations

Not required for this RFP.

Department of Health and Hospitals
Central Finance Office
Request for Proposals

Q. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1, Attachment II) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- C. Retainage-As an alternative to a performance bond requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
 - 1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of OCDD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
 - 2. Force Majeure: The contractor and the DHH are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 - 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 - 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by OCDD, the proposal submitted by the contractor in response to OCDD's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
 - 5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 - 6. Warranty to Comply with DHH and Federal Regulations: The contractor shall warrant that it shall comply with all DHH and federal regulations as they exist at the time of the contract or as subsequently amended.
 - 7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the DHH promptly of any potential conflict.

Department of Health and Hospitals

Central Finance Office

Request for Proposals

The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency 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.

ATTACHMENTS

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA Business Associate Addendum
- IV. CFO Price Schedule
- V. Scope of Work – Performance Standards
- VI. Hardware Architectural Diagram

Department of Health and Hospitals
Central Finance Office
Request for Proposals

CERTIFICATION STATEMENT

ATTACHMENT I

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

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

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 15 business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Department of Health and Hospitals

CFMS:
DHH:
AGENCY #

Attachment II
DHH - CF - 1

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

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

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State	Zip Code
3) Telephone Number	7) License or Certification #
4) Mailing Address (if different)	8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
City and State	Zip Code
8a) CFDA#(Federal Grant #)	

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

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

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: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

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

Department of Health and Hospitals
Central Finance Office
Request for Proposals

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, 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, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. 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. 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, Department of Health and Hospitals, 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 DHH 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 Department of Health and Hospitals, 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 DHH Office**.

4. 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. 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 Contractual Review.
6. 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, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. 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 Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance

Department of Health and Hospitals

Central Finance Office

Request for Proposals

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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. 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.
15. 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 \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
16. 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

Department of Health and Hospitals

Central Finance Office

Request for Proposals

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. 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 contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. 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.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. 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 DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH 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. 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 DHH 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. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, 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 LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. 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. 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.

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.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
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SIGNATURE

DATE SIGNATURE

DATE

Department of Health and Hospitals
Central Finance Office
Request for Proposals

NAME

NAME

Secretary, Department of Health and Hospitals or Designee

TITLE

TITLE

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SIGNATURE

DATE

SIGNATURE

DATE

NAME

NAME

TITLE

TITLE

HIPAA Business Associate Addendum:

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. *"Protected health information"* ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.
"Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will 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.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 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.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR

Department of Health and Hospitals

Central Finance Office

Request for Proposals

164.528 for at least six (6) years after the date of the last such disclosure.

10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

CFO Price Schedule

Instructions: show calculation of costs for each deliverable in the table section(s) below. One table per year may be used if annual costs are projected to change over 3 year contract period. If cost is fixed over the contract period, one table is sufficient.

1. Manage and Operate an Online Authorizations, Claims Payment, and Fund Recovery System (EIDS)

Year 1 Category	Hourly Rate/Monthly Cost	Annual Total
1a. Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
1b. Development Costs		
a. System Implementation		
b. Claims Processing		
c. Fund Recovery		
Subtotal Development Costs	Monthly:	Annual:
Year 2 Category	Hourly Rate/Monthly Cost	Annual Total
1a. Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
1b. Development Costs		
a. System Implementation		
b. Service Authorizations		
c. Claims Processing		
d. Fund Recovery		
Subtotal Development Costs	Monthly:	Annual:
Year 3 Category	Hourly Rate/Monthly Cost	Annual Total
1a. Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
1b. Development Costs		
a. System Implementation		
b. Service Authorizations		
c. Claims Processing		
d. Fund Recovery		
Subtotal Development Costs	Monthly:	Annual:

Department of Health and Hospitals

Central Finance Office

Request for Proposals

2. Conduct and Manage Provider Maintenance Function: Service
Authorizations/Enrollment/Sanctions/Suspensions/Terminations

Year 1

Category	Hourly Rate/Monthly Cost	Annual Total
2a.Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
2b. Development Costs		
a. Provider Enrollment		
b. Provider Maintenance		
c. Sanctions/Suspensions		
Subtotal Development Costs	Monthly:	Annual:

Year 2

Category	Hourly Rate/Monthly Cost	Annual Total
2a.Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
2b. Development Costs		
a. Provider Enrollment		
b. Provider Maintenance		
c. Sanctions/Suspensions		
Subtotal Development Costs	Monthly:	Annual:

Year 3

Category	Hourly Rate/Monthly Cost	Annual Total
2a.Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
2b. Development Costs		
a. Provider Enrollment		
b. Provider Maintenance		
c. Sanctions/Suspensions		
Subtotal Development Costs	Monthly:	Annual:

Department of Health and Hospitals
Central Finance Office
Request for Proposals

3. Manage and Provide Data Reporting and Quality Assurance

Year 1	Category	Hourly Rate/Monthly Cost	Annual Total
3a.Monthly Operations			
	1. Direct Labor Cost		
	2. Employee Related Expenses		
	3. Administrative Labor Cost		
	4. Employee Related Expenses		
	5. Operating Expenses		
	6. Travel		
	7. Supplies		
	8. Indirect Cost		
	Subtotal For Monthly Operations	Monthly:	Annual:
3b. Development Costs			
	a. User Manual/Systems Docs.		
	b. Website/Service Matrix		
	c. Disaster Recovery Plan		
	d-f. Reports		
	g. Data Management		
	h-i. Quality Assurance		
	Subtotal Development Costs	Monthly:	Annual:
Year 2	Category	Hourly Rate/Monthly Cost	Annual Total
3a.Monthly Operations			
	1. Direct Labor Cost		
	2. Employee Related Expenses		
	3. Administrative Labor Cost		
	4. Employee Related Expenses		
	5. Operating Expenses		
	6. Travel		
	7. Supplies		
	8. Indirect Cost		
	Subtotal For Monthly Operations	Monthly:	Annual:
3b. Development Costs			
	a. User Manual/Systems Docs.		
	b. Website/Service Matrix		
	c. Disaster Recovery Plan		
	d-f. Reports		
	g. Data Management		
	h-i. Quality Assurance		
	Subtotal Development Costs	Monthly:	Annual:
Year 3	Category	Hourly Rate/Monthly Cost	Annual Total
3a.Monthly Operations			
	1. Direct Labor Cost		
	2. Employee Related Expenses		
	3. Administrative Labor Cost		
	4. Employee Related Expenses		
	5. Operating Expenses		
	6. Travel		
	7. Supplies		
	8. Indirect Cost		
	Subtotal For Monthly Operations	Monthly:	Annual:
3b. Development Costs			
	a. User Manual/Systems Docs.		
	b. Website/Service Matrix		
	c. Disaster Recovery Plan		
	d-f. Reports		
	g. Data Management		
	h-i. Quality Assurance		

Department of Health and Hospitals

Central Finance Office

Request for Proposals

Subtotal Development Costs	Monthly:	Annual:
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4. Manage and Operate Help Desk and Provide Technical Assistance and Training

Year 1

Category	Hourly Rate/Monthly Cost	Annual Total
4a.Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
4b. Development Costs		
Training and Technical Assistance		
Subtotal Development Costs	Monthly:	Annual:

Year 2

Category	Hourly Rate/Monthly Cost	Annual Total
4a.Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
4b. Development Costs		
Training and Technical Assistance		
Subtotal Development Costs	Monthly:	Annual:

Year 3

Category	Hourly Rate/Monthly Cost	Annual Total
4a.Monthly Operations		
1. Direct Labor Cost		
2. Employee Related Expenses		
3. Administrative Labor Cost		
4. Employee Related Expenses		
5. Operating Expenses		
6. Travel		
7. Supplies		
8. Indirect Cost		
Subtotal For Monthly Operations	Monthly:	Annual:
4b. Development Costs		
Training and Technical Assistance		
Subtotal Development Costs	Monthly:	Annual:

Department of Health and Hospitals

Central Finance Office

Request for Proposals

Instructions: Insert annual totals for each deliverable below by monthly operational costs and development cost, calculate annual totals and grand totals for 3 years

Price Schedule Summary

Monthly Operational Cost	Year 1	Year 2	Year 3	3 year Total
1. Manage online EIDS				
2. Provider Enrollment/Sanctions/etc.				
3. Data Reporting and QA				
4. Help Desk, TA, training				
Subtotal-Operational				
Development Cost				
1. Manage online EIDS				
2. Web-based data interface				
3. Data Reporting and QA				
4. Help Desk, TA and Training				
Sub-Total - Development				
Annual Totals				
Total Costs 3 years				

Performance Standards

1. Manage and Operate an Online Authorizations, Claims Payment, and Fund Recovery System

Deliverables	Performance Standard	Products/Measurement	
Operations	Establish and maintain operations of online authorizations, claims payment and fund recovery system	Fully Operational System in place according to contract timelines	
System Implementation	Maintain and load all versions of the software on SPOE computers and server by deadline: 1. Design phase 2. Testing phase	System operational within timelines	
Claims Processing	Provide processing and payment of claims submitted electronically from provider within 30 days of receipt or according to approved payment schedule	100% of appropriately authorized and submitted claims paid within timelines	
Data Online System Website/Service Matrix	Modify and test existing software to enhance online provider authorizations and claims system by deadline	Online Provider System	
	Mail Explanations of Benefits (EOBs) to families after payments to providers monthly	Monthly EOB Report	EOBs mailed within timelines
	Monitor bank account monthly	Monthly Bank Reconciliations	Bank Reconciliations accurately conducted monthly
	Detect fraud and abuse activities and report to DHH within 24 hours of detection	Fraud Report	Fraud Report within timelines and 100% accurate
Fund Recovery	Service claims submitted to Medicaid for those providers electing to use contractor as billing agent	100% of claims correctly submitted and are paid within timelines	
	Submit private insurance claims to Insurance companies monthly or as directed by DHH/OPH	Monthly Reports of Insurance Fund Recovery	95% of claims submitted within timelines

	Generate and mail monthly cost participation statements to families, collect payments from families, and send delinquent notices to families monthly or as directed by OCDD	Monthly Reports of Cost Participation Fund Recovery	Monthly cost participation statements and notices sent monthly
	Prepare billings to other funding sources as defined by OCDD	Monthly Reports of Other Fund Recovery	95% of claims submitted within timelines

**2. Conduct and Manage Provider Maintenance Function:
Enrollment /Sanctions/Suspensions/Terminations**

Deliverables	Performance Standard	Product/Measurement	
Provider Enrollment/Sanctions/Terminations	Process provider enrollment information according to policy, criteria, and certification/license requirements	95% of providers enrolled within 5 working day timeline	
	Process sanctions, suspensions, and terminations of providers as directed by OCDD within 10 days of receipt of written notice	Monthly suspension, sanction and termination reports	95% sanctions, terminations, and suspensions completed within 10-day timeline and with billing capability cut off according to approved dates.
Maintain and update website service matrix	Operational website and service matrix Data from matrix can be extracted Data and Reports are accurate	EOPs online within timelines and accessible to providers and authorized users	
Authorizations	Transfer authorizations submitted by SPOE to providers	100% of Authorizations transferred within 2 working days and accessible by providers and authorized users, claims payment allowed	
	Transfer authorizations submitted by SPOE for service coordination for Medicaid-eligible clients	100% of FSC authorizations transferred to the Medicaid Fiscal intermediary according to required protocol.	

3. Manage and Provide Data Reporting and Quality Assurance

Deliverables	Performance Standards	Products	Measurement
Operations	Establish and maintain data reporting and quality assurance as directed by OCDD	Accessibility by all authorized users	Successful daily use by authorized users
Reporting	Provide required data reports on a monthly basis and other reports as requested by OCDD within 3-5 business days	Data Reports	Established reports completed accurately on a monthly basis Ad hoc reports completed according to approved workplan timeline.
Data Management	Contractor assigns account manager upon contract award	Contract Manager	Contract manager hired within contract timelines
Disaster Recovery Plan & System Availability Plan	Plan developed	Plan developed and approved within timelines	Report delivered December 31st annually
Quality Assurance System	System in place	Contract managed effectively	--Contract timelines met --Surveys results indicate high level of performance satisfaction at all levels

4. Manage and Operate Help Desk and Provide Technical Assistance/Training

Deliverables	Performance Standard	Product	Measurement
Help Desk Operations	Maintain operations of Help Desk and provide technical assistance and training as directed by OCDD	Help Desk function accessible	100% accessibility of help desk function by users when needed
Technical Assistance/Training: SPOE/Providers	Conduct up to 2 training sessions for the first year and 1 training per year for subsequent years		Training material completed/approved 2 weeks prior to training Trainings conducted as scheduled At least 90% of evaluations rated above average
Family	Explanation of Benefits mailed to families	Mailings	EOB's received by families monthly
Central and Regional Office Staff	Onsite training visits with Central and regional office staff	Training events developed and approved by OCDD	Up to 2 events provided in year 1 and up to 1 per year in year 2 and 3 Summary notes completed within business days of meeting or call

Hardware Architectural Diagram