



Bureau of Health Services Financing

## **REQUEST FOR PROPOSALS**

For

**Project & Portfolio Management Office Services  
including  
Project Management Staff Augmentation Services  
to manage the  
MMIS Modernization and Medicaid BHSF Projects**

**RFP # 3000010963**

**Proposal Due Date/Time: September 17, 2018 4:00 pm CT**

Release Date: August 17, 2018

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# Glossary

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

Term	Definition
<b>Agency</b>	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
<b>Bureau of Health Services Financing (BHSF)</b>	The agency within the Louisiana Department of Health, Office of Management & Finance that has been designated as Louisiana’s single state Medicaid agency to administer the Medicaid program.
<b>Business Day</b>	Traditional workdays that are Monday, Tuesday, Wednesday, Thursday and Friday from 8 am to 5 pm Central Time. Only Louisiana State holidays are excluded.
<b>Calendar Day</b>	All seven (7) days of the week. Unless otherwise specified, the term “days” in this RFP refers to calendar days.
<b>Can/May/Should</b>	Denotes a preference, but not a mandatory requirement.
<b>Centers for Medicare and Medicaid Services (CMS)</b>	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children’s Health Insurance Program under Title XXI of the Social Security Act. Formerly known as Health Care Financing Administration (HCFA).
<b>Contractor</b>	Any person having a contract with a governmental body; the selected proposer.
<b>Department or LDH</b>	Louisiana Department of Health
<b>Discussions</b>	For the purpose of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
<b>Healthy Louisiana</b>	Healthy Louisiana is the way most of Louisiana's Medicaid and LaCHIP recipients receive all health care services (acute, primary, behavioral health) except dental. The overriding goal is to encourage enrollees to own their own health and the health of their families. In Healthy Louisiana, Medicaid recipients enroll in a Health Plan. These Plans differ from one another in several ways, including their provider networks, referral policies, health management programs and extra services and incentives offered. Each of these Plans is accountable to the Department of Health (LDH) and the State of Louisiana.
<b>Key Staff</b>	Those persons having authority and/or responsibility for planning, directing and/or controlling the activities of the entity either directly or indirectly.
<b>Liquidated Damages</b>	Monetary penalties that may be assessed whenever the Contractor and/or its subcontractors fails to achieve certain performance standards and other requirements defined in the terms and conditions of the RFP.
<b>Louisiana Department of Health (LDH)</b>	The state department responsible for promoting and protecting health and ensuring access to medical, preventive and rehabilitative services for all citizens in the state of Louisiana. Also referred to as the Department.
<b>Louisiana Medicaid State Plan</b>	The binding written agreement between LDH and CMS which describes how the Medicaid program is administered and determines the services for which LDH will receive federal financial participation.
<b>Managed Care Organization (MCO)</b>	A private entity that contracts with LDH to provide core benefits and services to Louisiana Medicaid MCO Program enrollees in exchange for a monthly prepaid capitated amount per member. The entity is regulated by the Louisiana Department of Insurance with respect to licensure and financial solvency, pursuant to La. R.S. 22:1016, but shall, solely with respect to its products and services offered pursuant to the Louisiana Medicaid Program be regulated by the Louisiana Department of Health.

<b>Medicaid Eligibility Data System</b>	The ADABAS Data System responsible for capturing, maintaining, and transmitting Medicaid eligibility. The Eligibility System is vital to LDH to ensure established Medicaid eligibility is available for customers to receive services in a timely manner. The Eligibility System is responsible for transmitting the Medicaid eligibility data to the Department's Fiscal Intermediary, on a daily basis. This ensures that providers of Medicaid services can bill and receive payment for services performed.
<b>Must/Shall/Will</b>	Denotes a mandatory requirement
<b>Original</b>	Denotes must be signed in ink.
<b>Procurement Library</b>	A repository of manuals, statutes, rules and other reference material referred to in this RFP in electronic format and accessible at <a href="http://www.ldh.la.gov/index.cfm/newsroom/category/47">http://www.ldh.la.gov/index.cfm/newsroom/category/47</a> .
<b>Proposer</b>	Entity or company seeking a contract to provide stated deliverables and services identified within a RFP document.
<b>Redacted Proposal</b>	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
<b>Secure File Transfer Protocol (SFTP)</b>	Software protocol for transferring data files from one computer to another with added encryption.
<b>State</b>	State of Louisiana
<b>Subcontractor</b>	Any entity that contracts directly with the Contractor for the performance of any of the work or services of a part of the principal contract, or with another contractor for the performance of a part of the principal contract for any professional, personal, consulting, or social services, or combination of such services. Services of a subcontractor are the rendering of time and effort to furnish any of the work or service, rather than the selling, offering to sell, or the furnishing of a specific good, product, or merchandise, or the supplying of a good or service to the public at large by a vendor.
<b>Vendor</b>	Any entity that contracts with the primary contractor or another contractor to sell or furnish a specific good, product or merchandise, or supply a good or service to the public at large, for any of the work or service of a part of the principal contract, or with another contractor for the performance of a part of the principal contract.

# Acronyms

<b>APD</b>	Advance Planning Document
<b>BA</b>	Business Architecture
<b>BAFO</b>	Best and Final Offer
<b>BCM</b>	Business Capability Matrix
<b>BCP</b>	Business Continuity Plan
<b>BHSF</b>	Bureau of Health Services Financing
<b>BPM</b>	Business Process Model
<b>BRD</b>	Business Requirements Document
<b>CDM</b>	Conceptual Data Model
<b>CMS</b>	Centers for Medicare and Medicaid Services
<b>COO</b>	Concept of Operations
<b>DOA</b>	Division of Administration
<b>DMS</b>	Data Management Strategy
<b>DRP</b>	Disaster Recovery Plan
<b>DS</b>	Data Standards
<b>FFS</b>	Fee-For-Service
<b>FI</b>	Fiscal Intermediary
<b>FY</b>	Fiscal Year
<b>HIPAA</b>	Health Insurance Portability and Accountability Act
<b>IA</b>	Information Architecture
<b>IT</b>	Information Technology
<b>IV&amp;V</b>	Independent Verification & Validation
<b>JLCB</b>	Joint Legislative Committee on the Budget
<b>LDH</b>	Louisiana Department of Health
<b>LDM</b>	Logical Data Model
<b>MCO</b>	Managed Care Organization
<b>MITA</b>	Medicaid Information Technology Architecture
<b>MMIS</b>	Medicaid Management Information System
<b>MMM</b>	MITA Maturity Model
<b>MVA</b>	Medicaid Vendor Administration
<b>OAAS</b>	Office of Aging and Adult Services
<b>OBH</b>	Office of Behavioral Health
<b>OCDD</b>	Office of Citizens with Developmental Disabilities
<b>OPH</b>	Office of Public Health
<b>OS</b>	Office of the Secretary
<b>OSP</b>	Office of State Procurement
<b>PM</b>	Project Manager
<b>PMP</b>	Project Management Plan
<b>PPMO</b>	Project & Portfolio Management Office
<b>RFP</b>	Request for Proposal
<b>RRR</b>	Release Readiness Review
<b>SDLC</b>	Systems Development Lifecycle
<b>SFTP</b>	Secure File Transfer Protocol
<b>SOA</b>	Service-Oriented Architecture
<b>SS-A</b>	State Self-Assessment
<b>TA</b>	Technical Architecture
<b>TCM</b>	Technical Capability Matrix

<b>UAT</b>	User Acceptance Testing
<b>WBS</b>	Work Breakdown Structure

# REQUEST FOR PROPOSALS FOR

## **Project & Portfolio Management Office Services including Project Management Staff Augmentation Services to manage the MMIS Modernization and Medicaid BHSF Projects**

### **1.0 GENERAL INFORMATION**

#### **1.1 Background**

- 1.1.1 The mission of the Louisiana Department of Health (LDH) is to protect and promote health, and to help ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
- 1.1.2 LDH is comprised of the Office of the Secretary (OS), which is responsible for establishing policy and administering operations, programs and affairs; the Office of the Deputy Secretary, which is responsible for the Office of Aging and Adult Services (OAAS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), and the Office of Public Health (OPH); the Office of the Undersecretary, which is responsible for the Bureau of Health Services Financing (BHSF), Division of Fiscal Management; and the Deputy Undersecretary's Office which is responsible for Administrative Review, the Division of Planning and Budget and the Health Standards Section (HSS).
- 1.1.3 Within the Bureau of Health Services Financing (BHSF), the Medical Vendor Administration (MVA), administers the Medicaid Program for the State of Louisiana, in accordance with federal guidelines from the Centers for Medicare and Medicaid Services (CMS). Medicaid is the public health program, which provides payment for health care services provided by qualified health care providers to elderly, disabled and low-income Medicaid recipients through traditional fee-for-service (FFS) programs and through Managed Care Organizations (MCOs). Funded by both federal and state governments, Medicaid provides medical benefits such as physician, hospital, laboratory, x-ray, and nursing home services.
- 1.1.4 The Medicaid Management Information System (MMIS) Section within BHSF is responsible for the oversight, coordination, authorization, prioritization, and monitoring of the MMIS system maintained by the Fiscal Intermediary (FI). The MMIS system maintains data on approximately 35,000 Louisiana Medicaid Providers, and maintains recipient eligibility, claims, and encounter data for approximately 1.59 million Medicaid enrollees, of which approximately 1.47 million are enrolled in Managed Care Organizations.
- 1.1.5 The State of Louisiana has implemented an Enterprise Architecture to support the modernization of MMIS systems. The MMIS Section currently works with a single fiscal agent and has chosen the Provider Management System module as its first MMIS modernization project. An additional project is underway to rewrite the legacy Medicaid Eligibility System with a scheduled go-live date of November 2018.
- 1.1.6 The Medicaid Information Technology Architecture (MITA) initiative facilitates a more modern and agile approach to traditional systems development lifecycle approaches that have had great difficulty in keeping up with the rate of change demanded by the changing

business landscape of health care delivery and administration. By providing a common framework for the Medicaid Enterprise to plan, architect, engineer, and implement new and changing business requirements, the effort to modernize Medicaid IT systems and processes becomes more stable, uniform, and lowers the risk of poor implementation. Over time, this effort will drive the states' systems toward a widespread network of shared, common technology and processes that support improved state administration of the Medicaid program.

- 1.1.7 The BHSF's initial emphasis is on streamlining the eligibility and enrollment process, improving user experiences, increasing administrative efficiencies, and supporting with greater effectiveness the ability to manage care and produce improved health outcomes for Medicaid beneficiaries.

## **1.2 Purpose**

- 1.2.1 The purpose of this RFP is to solicit proposals from qualified Proposers to provide services for a Project & Portfolio Management Office (PPMO).
- 1.2.2 The procurement will result in a single award to a Contractor, which shall be responsible for providing project, program and portfolio management support for the BHSF.

## **1.3 Goals and Objectives**

- 1.3.1 The issuance of this RFP and subsequent contract award is intended to meet several objectives:
  - 1.3.1.1 The PPMO shall oversee and provide project management staff for the existing and newly initiated Medicaid Management Information System (MMIS) modernization and business-related projects as requested, approved and prioritized by the BHSF.
  - 1.3.1.2 The PPMO shall supply the staff and skills necessary for Project, Program & Portfolio Management, including: Intake and Demand Management; Scope, Risk, and Change Management; Requirements Management; Budget/Financial Management; Schedule Management; and Reporting.
  - 1.3.1.3 The PPMO will serve as a liaison between the BHSF, the MMIS Modernization Vendors, and other vendors and stakeholders as needed.

## **1.4 Invitation to Propose**

- 1.4.1 The BHSF invites qualified Proposers to submit proposals to provide Project & Portfolio Management Office services for its technical and business projects in accordance with the specifications and conditions set forth herein.
- 1.4.2 Proposers must be aware that the potential for conflicts of interest exist between the work detailed in this solicitation and future solicitations issued by the BHSF. The Contractor awarded the contract resulting from this solicitation is not eligible for award in response to solicitations for any MMIS Component developed as a result of the contract, any related solicitations for IV&V services, or any related solicitation(s) for BHSF business projects.

## **1.5 Mandatory Requirements to Propose**

- 1.5.1 Proposer must have staff with the following experience and certifications for each position listed:

Position	Responsibilities	Years' Experience in Similar Role	Certifications
Project Director	Responsible for overall management, oversight and authority for all PPMO project activities. Reports to the PPMO and Shared Services Section Chief in Medicaid Systems.	Five (5)	Project Management Professional
Portfolio Manager	Responsible for project intake, demand management, reporting and analytics for the BHSF's portfolio of projects.	Five (5)	Project Management Professional
Program Manager	Responsible for overall oversight of the MMIS Modernization program.	Five (5)	Project Management Professional
Senior Project Manager	Responsible for specific PPMO project activities including all PM responsibilities: managing schedule, risks, deliverables, resources and other project activities. May oversee other PM resources.	Four (4)	Project Management Professional
Project Manager	Responsible for specific PPMO project activities including all PM responsibilities: managing schedule, risks, deliverables, resources and other project activities.	Two (2)	
Business Analyst	Responsible for documentation of requirements including interpretation of federal and state certification requirements, system architecture, technical, and business requirements for system and process consistency, efficiency and performance.	Three (3)	
Testing Analyst	Responsible for creating test data, creating test scripts, and performing user acceptance testing.	Two (2)	

1.5.2 The Proposer must have experience facilitating, gathering and documenting business requirements.

### **1.6 RFP Addenda**

1.6.1 In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments for access by all potential Proposers at the following web address:

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

The addenda may also be posted at:

<http://www.ldh.la.gov/index.cfm/newsroom/category/47>

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

## 2.0 ADMINISTRATIVE INFORMATION

### 2.1 RFP Coordinator

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

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

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

### 2.2 Schedule of Events

The State reserves the right to deviate from this Schedule of Events. Revisions, if any, prior to the proposal submission deadline will be formalized by the issuance of an addendum to the RFP.

Schedule of Events	
Public Notice of RFP	Friday, August 17, 2018
Pre-Proposal Conference	Thursday, August 30, 2018, 2:00 pm, Louisiana Department of Health Bienville Building, Room 118 628 N. 4 <sup>th</sup> St. Baton Rouge, LA 70802
Deadline for Receipt of Written Questions	Tuesday, September 4, 2018
Response to Written Questions	Tuesday, September 10, 2018
Deadline for Receipt of Proposals	Monday, September 17, 2018, 4:00 pm CDT
Onsite Presentations	Wednesday, October 10, 2018
Notice of Intent to Award, and 14-day protest period begins , on or about	Wednesday, October 17, 2018
Contract Execution, on or about	Friday, November 16, 2018

### 2.3 Blackout Period

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

The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

- 2.3.2 In those instances in which a Proposer or prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.
- 2.3.3 Any bidder, Proposer, or state Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.
- 2.3.4 Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.
- 2.3.5 Notwithstanding the foregoing, the Blackout Period shall not apply to:
  - 2.3.5.1 A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.2545;
  - 2.3.5.2 Duly noticed site visits and/or conferences for bidders or Proposers;
  - 2.3.5.3 Oral presentations during the evaluation process; or
  - 2.3.5.4 Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.
- 2.3.6 This RFP is available in PDF at the following web links:
  - <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
  - <http://www.ldh.la.gov/index.cfm/newsroom/category/47>

**2.4 Proposer Inquiries**

- 2.4.1 Written inquiries regarding the requirements of the RFP or Scope of Services must be submitted to the RFP Coordinator as listed in Section 2.1. The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. To be considered, written inquiries must be received via mail or email by the date and time specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.
- 2.4.2 Official responses to all written questions submitted by potential proposers will be posted by the date listed in the Schedule of Events section at:
  - <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
  - Responses may also be posted at:
    - <http://www.ldh.la.gov/index.cfm/newsroom/category/47>

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

Submitter Name	Document Reference	Section Number	Section Heading	Page Number in Referenced Document	Question
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- 2.4.4 Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted as an addendum.

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

## **2.5 Pre-Proposal Conference**

- 2.5.1 A non-mandatory pre-proposal conference will be held at 628 N. 4<sup>th</sup> St., Baton Rouge, LA on Friday, August 24, 2018 at 12:30 pm as listed in the Schedule of Events. The purpose of the conference shall be for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Prospective proposers are encouraged to participate and should have at least one duly authorized representative attend the pre-proposal conference.
- 2.5.2 Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of LDH will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be posted at the following links:  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>  
<http://www.ldh.la.gov/index.cfm/newsroom/category/47>.

## **2.6 Rejection and Cancellation**

- 2.6.1 Issuance of this solicitation does not constitute a commitment by LDH to award a contract or contracts or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:
- 2.6.1.1 Reject all proposals received in response to this solicitation;
  - 2.6.1.2 Cancel this RFP; or
  - 2.6.1.3 Cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.
- 2.6.2 In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

## 3.0 SCOPE OF WORK/DELIVERABLES

### 3.1 Overview

#### 3.1.1 PPMO Staffing Plan

The BHSF is seeking a vendor to provide Project & Portfolio Management Office services for its technical and business projects. The BHSF anticipates up to four MMIS modernization module projects active at any one time and fifteen (15) to twenty-five (25) small/medium BHSF projects per year. The PPMO will provide:

- Project management for various technical and business projects involving multiple vendors and cross-functional, internal teams.
- Program management for the BHSF's MMIS Modernization Program to meet CMS requirements.
- Portfolio management for the BHSF's projects and programs, including demand management & portfolio analytics.

It is expected that the Proposer will staff the PPMO to support and actively manage all project activities as defined in the Scope of Work section of this RFP. Proposers are expected to staff the PPMO based on qualifications and experience and to include any employees or subcontractors assigned to a project. All staff should be properly trained and should meet or exceed any specified qualifications or requirements for that position in Appendix F, PPMO Staff Roles Form.

Proposers may propose any number or level of staff deemed necessary to meet the requirements of this contract (including Technical, Business and Process expertise) as long as the resource type, responsibilities and rates are defined in the proposal and a plan for staff resources is defined.

The PPMO positions that BHSF has identified are defined in Appendix F, PPMO Staff Roles Form, and Appendix E, Cost Worksheet. This information must be completed or the proposal will be deemed non-responsive. State resources will be the final decision makers; however, the Proposer should expect to be the driver and manager of all project activities to assure that schedule, cost, and project deliverables are met.

#### 3.1.2 Resource Management/Project Staffing Plan

It is expected that the PPMO will establish and update a Resource Management Project Staffing Plan to meet all activities and deliverables of the Projects. This plan should also identify BHSF or other state agency positions necessary for the State's projects.

The plan should, at a minimum, define:

- Core project functions
- Number of positions needed in all core functions
- Skills, knowledge and experience required for positions
- Resource and training gaps and strategies for filling gaps

It is expected that the final staffing plan should be cross-walked with the resource-loaded project schedules and work breakdown structures to assure that all required resources and functions are considered.

All employees and subcontractors performing work under the contract for these projects must comply with all security and administrative requirements of BHSF. BHSF may require the Contractor to perform and document appropriate background or security checks for any employee or subcontractor furnished by the Contractor.

The PPMO will be required to have sufficient resources and staff to start its PPMO operations within fifteen (15) calendar days of contract execution and be operational within forty-five (45) calendar days.

### **3.2 Project Management**

This section provides details associated with the PPMO Requirements. There are four subsections covering expectations and requirements of the PPMO:

- Project Management
- Project Requirements & Implementation
- Program Management
- Portfolio Management

#### **3.2.1 Project Management Responsibilities of the PPMO**

This section covers the responsibilities, requirements, and expectations of the PPMO during the life cycle of this contract.

Project Management responsibilities in this section apply to all projects within the scope of this RFP.

The PPMO will bring recommended project artifacts to BHSF for approval and adoption. The PPMO is required to use the State's existing systems, tools and databases where they exist. The PPMO will be required to provide BHSF or other related project staff access to any non-State tools, databases and systems the PPMO is using to manage the BHSF's Projects.

#### **3.2.2 Project Planning**

The PPMO will organize, index, and maintain all project documentation. The PPMO will coordinate all activities required for Project Planning including, but not limited to, Planning for Project Implementation, Scope Management, Schedule Management, Budget Management, Requirements Management, Process Management, Stakeholder Management, Communication Management and other related project management processes.

#### **3.2.3 Work Breakdown Structure (WBS)**

The PPMO will be required to create and maintain a detailed resource based WBS to enable the BHSF to monitor work performance. This master WBS must incorporate any subproject WBS provided by vendors, state partners, or other participants in a project. The WBS must be updated weekly.

#### **3.2.4 Project Management Plan (PMP)**

The PPMO will produce and keep up to date a Project Management Plan. Set by the direction of the Project Charter, the PMP will define the project's baseline including assumptions, communications, decisions, scope, cost, and schedule.

### 3.2.5 Project Schedules

The PPMO will be required to maintain the project schedules through a master schedule to include subproject schedules as required, enabling the BHSF to monitor the critical path of the projects. The project schedule must be updated weekly.

The schedule includes defining the work in activities defined in the WBS and WBS dictionary. The activities, major milestones, and deliverables are defined along with their cost account, WBS number, dependencies (predecessors / successors), durations, and resources. This master schedule must incorporate any project schedules provided by vendors, state partners, or other participants in a project. The completed product will serve as a baselined resource-loaded schedule, which includes a critical path. The BHSF staff will approve this schedule along with other project documents.

### 3.2.6 Project Reporting

The PPMO will be required to create and maintain a detailed record of project activities to include meeting facilitation, agenda development, meeting minutes, and other artifacts to enable the BHSF or any external audit organization to evaluate work performed and decisions finalized. In addition, the PPMO will be responsible for working with the BHSF in preparing for any state and federal gate reviews. The PPMO will help prepare for the visit, prepare presentation documentation and material, and help prepare any other project related documents needed to ensure its success.

### 3.2.7 Project Schedule Status Reports (Weekly)

In order to report on a project's status (baselined work estimated vs. actual work completed, baselined costs vs. actual costs), the PPMO will be required to submit a project specific, Weekly Status Report that provides a thorough and detailed status of the projects and project schedules. The PPMO must assess the status of all project activities, identify major accomplishments, and report issues and risks that are affecting a project. The report must also include an activity forecast for the next week and up to 3 months, highlighting any critical items that must be carefully watched in order to keep a project on a successful path. This report will be reviewed and approved by BHSF staff.

### 3.2.8 Project Reports and Documentation

During the course of the life of a project, the PPMO will be expected to respond to requests for reports or information required by various federal or state related entities. The PPMO is expected to be responsive and cooperative and shall complete these requests for information in a timely and thorough manner ensuring data reliability for federal and state reporting throughout a project. Reports and information may be required the same day of request for certain inquiries.

### 3.2.9 Project Change Management

All major project changes in scope, cost or time shall be tracked by the PPMO utilizing an agreed upon change management/configuration management defined process. All project documentation must be modified or updated appropriately to reflect the agreed upon change. These changes must be approved through a change management process governed by the BHSF executive sponsors. The PPMO and BHSF will agree upon a communication process to confirm

that any changes in requirements, design documents or other project documentation are approved and communicated appropriately to stakeholders and partners.

#### 3.2.10 Financial Management

The PPMO will collaborate with the BHSF Fiscal team to oversee financial accounting and management of all projects and all subprojects.

The PPMO will be expected to support financial accounting activities to enable the BHSF to produce and deliver various federal financial reports related to cost allocations, earned value analysis, or other periodically requested reports to be submitted to federal or other state agencies. Tasks may include reporting on the financial status of a project and reporting to various audiences depending on the request types. All accounting activities will be reviewed and audited by the BHSF to ensure compliance with state, federal and accepted accounting practices.

#### 3.2.11 Risk Management

The PPMO will be required to develop, manage and execute a Risk Management Plan for each project or subproject and participate in risk management activities. The PPMO must identify the risks associated with each project, describe each risk event, evaluate the impact and likelihood of each risk occurring, prioritize risks, assign a cost to the risks if applicable, plan risk mitigation, and monitor risk status. The primary goal for risk management is to identify potential problems and risks before they develop. Risks must consider all federal and state regulations and guidelines.

During risk analysis the PPMO staff must proactively identify, manage and escalate (as needed) project risks, issues, and dependencies to avoid schedule delays. The PPMO must navigate a complex organization and multiple vendors in order to facilitate the resolution of these risks.

The PPMO will prepare regular Risk Reports for status review with teams weekly and throughout a project's life cycle. The report will list project risks, identify which risks are acceptable, and provide a mitigation plan for risks that are not acceptable.

#### 3.2.12 Document Maintenance and Library

The PPMO will be required to initiate, formalize, and complete a Document Control and Maintenance Plan to define how documents will be managed. This will include the process of organizing, storing, protecting, revising, versioning and sharing documents. The plan should define how both hard copy and electronic repositories of documents and historical information will be managed and provide a consistent approach for the creation, update and format of documents.

### **3.3 Project Requirements and Implementation**

#### 3.3.1 CMS Seven Conditions & Standards / MITA Maturity

The PPMO will be required to evaluate Medicaid systems against the CMS Seven Conditions & Standards for Enhanced Federal Funding, as well as the various maturity levels of the Medicaid Information Technology Architecture (MITA) 3.0 Maturity Roadmap. The CMS Seven Conditions & Standards may be found at <https://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

#### 3.3.2 MITA 3.0 Roadmap

##### 3.3.2.1 Implement the Business Architecture (BA)

The BA describes the business needs and goals of states collaboratively and presents a collective vision of the future by using the following tools:

- Concept of operations (COO) – A strategic planning device that describes current business operations and looks at future stakeholder needs.
- MITA Maturity Model (MMM) – creates a five (5) level quality maturity process via stakeholder regulations.
- Business Process Model (BPM) – an organizational repository of common state Medicaid programs.
- Business Capability Matrix (BCM) – ability to execute a business process at a certain level of maturity defined from the BPM.
- State Self-Assessment (SS-A) – The State’s review of its own strategic goals, objectives, and current business capabilities against the MITA BCM.

### 3.3.2.2 Implement the Information Architecture (IA)

The IA identifies the major types of information used by the Medicaid enterprise and provides a conceptual and logical view of that data and includes four components:

- Data Management Strategy (DMS) provides the approach to integrating and organizing data.
- Conceptual Data Model (CDM) is a model used to represent the overall structure of information at a conceptual level in the Medicaid enterprise.
- Logical Data Model (LDM) is a data model used to identify the data classes and attributes needed to specify the information/data needed by a MITA business process business service, technical function or technical service.
- Data Standards (DS) consist of a collection of standards applicable to the administration and operation of a Medicaid enterprise and identifies the applicable standard for each MITA data element. A number of attributes, such as data element name, definition, and type, defines each standard.

### 3.3.3.3 Implement the Technical Architecture (TA)

The TA describes the current and future technical methodologies, tools, and standards that a State can use to plan and specify the future IT systems of a State Medicaid enterprise utilizing the following concepts:

- Service-Oriented Architecture (SOA) – an application architecture within which business functions and selected technical functions are performed using interfaces. A service is a building block that is designed to perform a defined function or functions and which communicates with other defined services through messaging. A SOA framework can incorporate and integrate many different technologies, which communicate with each other.
- Technical Capability Matrix (TCM) – defines how a technical function will change as it matures over a ten (10) year period.

### 3.3.3 Advanced Planning Documents

Federal funding authorities expect the BHSF to submit various Advanced Planning Documents (APDs) to outline planning, requirements, implementation, updates, or other required information for each project or subproject. The BHSF expects the PPMO to support the process by deploying experienced project staff to understand the requirements of such documents and having the ability to complete them unassisted by BHSF staff. Such documents should be produced by the PPMO in

a manner that meets federal standards and only requires final review and changes from BHSF management.

#### 3.3.4 Business Requirements Document (BRD)

During the planning phase of each project, the PPMO will be responsible for developing, validating and updating separate Business Requirements Documents (BRDs) to ensure all business needs are met for each project or subproject. The PPMO is expected to conduct a series of workshops or requirement gathering sessions with all required stakeholders including but not limited to BHSF staff, other vendors, interface partners, state partners, and federal partners.

The PPMO will be responsible for evaluating the scope and complexity of project requirements and assigning the necessary resources for requirements gathering to ensure adherence to project needs, policies and procedures.

The PPMO will be expected to complete a gap analysis of current system requirements to planned system requirements based on the business requirements gathering sessions. Documentation of all gaps should be in a format that clearly identifies and defines the gaps in requirements.

During business requirement gathering for each project or subproject, the PPMO will also be responsible for gathering any new or additional business requirements and business rules as needed to enhance automation efficiencies. Changes to a project's requirements will be managed through a formally defined change management process. Document management of the BRD through the document library will be required.

The PPMO is expected to include as-is business process documentation and to-be business process redesign as part of business requirements.

#### 3.3.5 Independent Verification and Validation (IV&V)

IV&V services will be required for some of the projects associated with this RFP and will be provided by a separate vendor. The PPMO will be required to cooperate and engage with the IV&V vendor to meet state and federal oversight requirements. Such cooperation shall include, but is not limited to:

- Providing Project documentation;
- Allowing the IV&V vendor to sit in on project meetings;
- Supplying the IV&V vendor with project related information as directed by the Project Managers, or Executive Sponsors;
- Cataloging and storing all deliverables from the IV&V vendor; and
- If BHSF accepts changes based on IV&V recommendations, the PPMO will be expected to implement such changes.

#### 3.3.6 Testing

The PPMO will be required to oversee and manage the testing processes for each non-IV&V Vendor(s) involved in each project or subproject.

The PPMO will oversee the Vendor(s) Test Plans which will specify the standards, processes, and procedures appropriate for the project and ensure they are correctly implemented. These Test Plans will tie into the Quality Plans. The Test Plans will include how to define test cases and scenarios from requirements given as well as from defect reporting.

The PPMO will actively oversee and manage the Test Phase to include actively reviewing the Vendor(s) Test Plans and Test Results. The Unit Test Plans and test results will be submitted to the PPMO for review and status assessment, including validation of resolution of any testing issues.

### 3.3.7 Vendor(s) RFP

The PPMO will be required to gather information for, define scope and requirements for, and write System Vendor(s) RFP(s) for the MMIS projects with input and support from BHSF. The RFPs shall include all content required by the Louisiana Procurement Code and by directive from LDH, and shall define all specifications and business requirements for the projects as defined in the planning analysis.

The desired outcome of the RFPs is to secure the most advantageous vendors to integrate the technical solution and system.

BHSF will provide business staff and Office of Technology Services (OTS) will provide staff to provide input for the RFPs throughout the process. BHSF will also define a Procurement Manager for the RFPs who will manage all procurement activities along with support from the PPMO.

### 3.3.8 Vendor(s) Contracts

The PPMO will be expected to manage and confirm that all activities of the various project and subproject Vendors' contracts are completed in accordance with the contract requirements and scope of work. The PPMO will work side-by-side with the Vendor(s) during all phases of a project to assure that project standards are in place. The PPMO will manage and track all deliverables of the contracts and will assure that deliverables are stored in the document library.

The PPMO will be responsible for preliminary review of contract deliverables (including technical deliverables) to ensure adherence to contract requirements. If the PPMO's review of the deliverable indicates that the deliverable does not meet contract requirements, the PPMO will communicate this to the System Vendor(s) to ensure the deliverable is corrected to meet quality standards for resubmission. Upon successful submission of the deliverable, the PPMO will document their review of the deliverable and if the deliverable meets contract specifications, the deliverable and the PPMO's review document will be submitted to BHSF for final review and approval. A copy of the review and findings should be submitted to BHSF Executive Sponsors and key project team members.

### 3.3.9 Implementation

The PPMO will be responsible for managing the systems implementations for each project or subproject. The PPMO will confirm that all tests have been completed, test results reported, and business owners approve all test results for each implementation.

The PPMO will be required to develop a Production/Implementation Plan, which will be presented to and reviewed and approved by the Project stakeholders for each implementation.

The PPMO will conduct a Release Readiness Review (RRR) to make the "Go / No Go" decision on the day of implementation and to ensure a smooth transition from the old to the new systems. During this review, considerations can be made that any issues not significant enough to prevent deployment will go into production maintenance. Operability and supportability is the key to the

systems' success in production. The project business owners may require a parallel operation of the old and new systems, which must be part of the overall Production/Implementation Plan.

The PPMO shall confirm the Change Management process is in place prior to production. At production, a user training plan will be enacted. The support team will be given support documentation and be trained to take problem tickets regarding the new systems.

#### 3.3.10 Training

The PPMO will review, validate, and provide guidance and written recommendations regarding the approach, training plans, and recommendations from the System Vendor(s) to assure coordination for all systems training including internal staff, vendor partners, State, and Federal partners.

The PPMO will be required to create and manage Project Training Plans with input from the System Vendor(s) and BHSF. The PPMO will advise, manage and support all resources and activities to implement the Training Plan. The Training Plan should cover training for all target audiences identified and should include training for all system tools, including the use of test scripting tools and all system components and tools.

#### 3.3.11 Closeout Management

The PPMO will oversee and manage all Project Closeout Activities. Project Closeout will include finalizing all activities across all of the Project Management Process Groups to complete a project.

The PPMO's Closeout Plans must include documentation of the following:

- A project's objectives were met and the expected outcomes were accomplished. All deliverables were submitted and accepted. If not, list and explain those not delivered or accepted and why. This includes all deliverables associated with contracts, subcontracts and vendor agreements.
- All contracts have been closed, as applicable. If not, provide details of those not closed and why.
- All final project documents/records have been appropriately stored for future reference and turned over to the BHSF.
- Assure adequate knowledge transfer has been completed.

#### 3.3.12 Transition to Operations for Closeout Phase

The PPMO must provide information about any recurring maintenance and/or operational activities and costs for any project applications implemented, including annual expected costs and details of what the costs cover.

The PPMO must also provide a list of any defects or change requests that remain to be completed or that are recommended enhancements or updates. This should include details of changes, estimated levels of effort by high-level task, and estimated costs.

The PPMO must confirm that a maintenance and operations plan is in place and functioning to support the new solutions in production and should include the BHSF's plans to fund the maintenance and operations of each project.

#### 3.3.13 Federal Certification

The PPMO will plan and organize an approach to assure that all requirements for Federal Certification are met and completed according to federal standards.

### **3.4 Program Management**

The PPMO will provide a Program Manager to serve as a visionary leader for the overall MMIS Modernization Program. They will organize, coordinate and monitor the inter-connected projects in the MMIS Modernization Program.

#### **3.4.1 Program Performance**

The PPMO Program Manager will provide strategic guidance to teams and project managers in ways that promote the successful completion of the projects and the program. The PPMO Program Manager will ensure master plans and schedules are followed, decide on suitable delivery strategies and objectives, and develop solutions to program challenges in accordance with BHSF leadership.

The PPMO Program Manager shall integrate and control the interdependencies among the MMIS Modernization Projects. They will monitor and report on program risks for the MMIS Modernization Program, including mitigation strategies, and support program management by resolving projects' higher scope issues; developing and controlling deadlines, budgets, and activities for the program; coordinating cross-project activities; and assuming responsibility for the program's people and vendors.

Program management responsibilities include reporting on metrics of success and deliverables, assurance of checks and balances for compliance with standards and vision alignment, and regular reviews for accountability and successful management of project, stakeholders and suppliers.

The PPMO Program Manager achieves operational objectives by contributing information and recommendations to strategic plans and reviews; preparing and completing action plans; implementing production, productivity, and quality standards; resolving problems; completing audits; identifying trends; determining improvements; and implementing change.

### **3.5 Portfolio Management**

#### **3.5.1 Project Intake and Prioritization**

The PPMO will support portfolio management through new project intake processes, prioritization, and impact analysis, including alignment of projects to Medicaid goals. This will include:

- Work with internal teams to manage new project requests through initial assessment, risk evaluation, and resource planning to facilitate the portfolio governance committee's decision-making during the discovery phase.
- Manage business need definition including understanding the business problems to be addressed and engaging with applicable teams to determine solutions.
- Create a high quality of demand scope and specification to have a consistent basis for resource and budget estimation and implementation scheduling.
- Actively conduct and engage in information technology discussions related to implementation solutions.
- Use knowledge of technology concepts and terminology to interpret and translate technical and/or or complex concepts into information meaningful to BHSF leaders.

#### **3.5.2 Demand Management**

The PPMO will implement a demand management process and oversee the demand pipeline so that projects entering the portfolio are most likely to deliver value in line with the enterprise goals and strategy. The PPMO will provide a comprehensive view of all forward demand at detailed and

aggregate levels for the portfolio governance committee. Demand management will include a picture about the resources available to work on demand across the organization. This central view of resources at PPMO level helps in strategic resource planning resulting in better utilization of resources and improves efficiency.

### 3.5.3 Portfolio Reporting

The PPMO will collaborate with portfolio governance leaders to:

- Deliver required and customized reports/updates;
- Interpret requests for performance measure information and prepare/analyze portfolio performance measures/metrics;
- Prepare reports and dashboards for the BHSF leadership;
- Establish metrics, performance dashboards, and reporting for measuring success of the program; and
- Engage leaders in data interpretation and implication discussions.

*The deliverables listed are the minimum required from the successful Proposer. Deliverables shall not be complete until accepted and approved by BHSF. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.*

## **3.6 Operational Requirements**

- 3.6.1 The Proposer should confirm that it will maintain key personnel and resources at the BHSF headquarters located in the Bienville Building, 628 N. 4th Street, Baton Rouge, Louisiana 70802 or the space located in the Bon Carre Building, 7337 Florida Blvd, Baton Rouge LA 70806 to facilitate communication and collaboration with the BHSF staff. At a minimum, Project Director, Portfolio Manager, Program Manager, and Senior Project Manager are considered key personnel. Other personnel need to be onsite as necessary to successfully complete their work.
- 3.6.2 The PPMO will bring recommended project artifacts to BHSF for approval and adoption. The PPMO is required to use the State's existing systems, tools and databases where they exist. The PPMO will be required to provide BHSF or other related project staff access to any non-State tools, databases and systems the PPMO is using to manage the BHSF's Projects.

## **3.7 Technical Requirements**

- 3.7.1 The Contractor must implement and maintain the secure systems necessary to carry out the services detailed in this RFP.
- 3.7.2 The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- 3.7.3 The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to perform successfully the services detailed in this RFP.
- 3.7.4 The Contractor shall adhere to state and federal regulations as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- 3.7.5 Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the

requirements of this RFP. The contractor is also responsible for expenses required for LDH to obtain access to the contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.

- 3.7.6 Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 3.7.7 Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- 3.7.8 Any contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- 3.7.9 All contractor utilized computers and devices must:
  - 3.7.9.1 Be protected by industry standard virus protection software which is automatically updated on a regular schedule;
  - 3.7.9.2 Have installed all security patches which are relevant to the applicable operating system and any other system software; and
  - 3.7.9.3 Have encryption protection enabled at the operating system level.

### **3.8 Administrative Actions, Liquidated Damages and Intermediate Sanctions**

#### **3.8.1 Administrative Actions**

- 3.8.1.1 LDH shall notify the Contractor through a written Notice of Concern when it is determined the Contractor is deficient or non-compliant with requirements of the contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:
  - 3.8.1.1.1 A warning through written notice or consultation;
  - 3.8.1.1.2 Education requirement regarding program policies and procedures;
  - 3.8.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
  - 3.8.1.1.4 Submission of a corrective action plan.

#### **3.8.2 Liquidated Damages**

- 3.8.2.1 In the event the Contractor fails to meet the requirements specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the State's payments to the Contractor or if the liquidated damages exceed amounts due from the State, the Contractor will be required to make cash payments for the amount in excess. The State may also delay the assessment of liquidated damages if it is in the best interest of the State to do so. The State may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the State, the State may reassert the assessment of liquidated damages, even following contract termination.
- 3.8.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - 3.8.2.2.1 The duration of the violation;
  - 3.8.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;
  - 3.8.2.2.3 The Contractor's history of compliance;

- 3.8.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid recipient(s); and
  - 3.8.2.2.5 The “good faith” exercised by the Contractor in attempting to stay in compliance.
- 3.8.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay the Department the specified amounts listed below as agreed liquidated damages.

Requirement	Liquidated Damages
Contractor fails to meet security or privacy standards as defined by the State of Louisiana Office of Technology Services.	One thousand dollars (\$1,000) per incident, per business day until the incident is resolved.
Contractor fails to comply with Public Records requests.	Five thousand dollars (\$5,000) per incident, per business day until the incident is resolved.
Contractor fails to report a data breach as defined by the State of Louisiana Office of Technology Services.	One thousand dollars (\$1,000) per incident, per member.
Contractor does not have sufficient resources and staff to start its PPMO operations within fifteen (15) calendar days of contract award and be operational within forty-five (45) calendar days.	A two thousand dollar (\$2,000) charge per business day each day after the due date.
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this RFP, the contract, or upon direction of the Department.	A one thousand dollar (\$1,000) charge per business day, per report, each day after the report due date until the report is received.
Contractor shall ensure correct information and data is entered into all schedules, status reports, and any other project, program or portfolio reporting, dashboards, and communication.	A two thousand dollar (\$2,000) charge per incident each incident involving incorrect information.
Contractor shall not misrepresent or falsify information that it furnishes in any report or document.	A ten thousand dollar (\$10,000) charge per incident, per day, until a correct report is received.
<p>Key Personnel – Contractor shall notify BHSF in writing when an employee leaves a Project Director, Program Manager, Portfolio Manager, or Senior Project Manager position and shall name an interim contact person within five (5) business days of the vacancy.</p> <p>Contractor shall present candidates for BHSF approval to fill any vacancy in a key personnel position within thirty (30) days unless otherwise agreed upon.</p>	<p>A ten thousand dollar (\$10,000) charge per business day each day in excess of five (5) business days that the notification is not made and/or interim contact person not named.</p> <p>A ten thousand dollar (\$10,000) charge per business day each day that a change in key personnel is made but not approved by the Department, or failure to present key personnel positions within thirty (30) days unless otherwise agreed upon.</p>
<p>Non-Key Personnel – Contractor shall notify BHSF in writing when an employee leaves a non-key personnel position and shall name an interim contact person within ten (10) business days of the vacancy.</p> <p>Contractor shall present candidates for BHSF approval to fill any vacancy in a non-key personnel position within thirty (30) days unless otherwise agreed upon.</p>	<p>A one thousand dollar (\$1,000) charge per business day each day in excess of ten (10) business days that the notification is not made and/or interim contact person not named.</p> <p>A one thousand dollar (\$1,000) charge per business day each day that a change in non-key personnel is made but not approved by the Department, or failure to present non-key personnel positions within thirty (30) days unless otherwise agreed upon.</p>
Contractor shall not distribute or publish any bulletins, documents, or other media distribution that have not been approved by BHSF or that contain false or materially misleading information.	A twenty-five thousand dollar (\$25,000) charge per incident, per day. After the 6 <sup>th</sup> incident in any month, a one hundred thousand dollar (\$100,000) charge per incident, per day.

Violation of a contract provision not specifically listed above in this table.	Up to one thousand dollars (\$1,000) per incident, per business day may be assessed at the sole discretion of the State.
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### 3.8.2.4 Liquidated Damages for Noncompliance with Other Deliverables or Requirements

- 3.8.2.4.1 For each day that a deliverable is late, incorrect or deficient, the Contractor may be liable to LDH for liquidated damages in an amount per calendar day per deliverable as specified in the table below for deliverables and requirements not otherwise specified in the above Table of Liquidated Damages.
- 3.8.2.4.2 Liquidated damages have been designed to escalate by duration and by occurrence over the term of this contract. An occurrence shall mean each instance of a late, incorrect or deficient deliverable.

<b>Occurrence</b>	<b>Daily Amount for Days 1-14</b>	<b>Daily Amount for Days 15-30</b>	<b>Daily Amount for Days 31-60</b>	<b>Daily Amount for Days 61 and Beyond</b>
2 <sup>nd</sup> - 6 <sup>th</sup>	\$1,500.00	\$2,500.00	1% of annual contract	1% of total contract
7 <sup>th</sup> - 11 <sup>th</sup>	\$2,000.00	\$3,500.00	2% of annual contract	2% of total contract
12 <sup>th</sup> and Beyond	\$2,500.00	\$4,000.00	3% of annual contract	3% of total contract

### 3.8.2.5 Payment of Liquidated Damages

- 3.8.2.5.1 Any liquidated damages assessed by LDH that cannot be collected through withholding from future payments shall be due and payable to LDH within thirty (30) calendar days after the Contractor's receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by LDH will be returned to the Contractor.
- 3.8.2.5.2 If liquidated damages are insufficient to satisfy the total loss to LDH caused as a result of Contractor's failure to meet the specifications of the contract, LDH has the right to withhold the unrecovered amount from retainage. . If retainage is not sufficient, the Contractor shall directly and immediately reimburse Contractor the difference, or LDH may offset from any future payments due the Contractor. The Contractor will cooperate fully with LDH and provide any assistance it needs to implement the terms of its agreement for services for retainage.
- 3.8.2.5.3 LDH has the right to recovery of any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.
- 3.8.2.5.4 A monetary sanction may be applied to all known affiliates, subsidiaries and parents of the Contractor, provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and circumstances. The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

### 3.8.2.6 Corrective Action

- 3.8.2.6.1 Whenever liquidated damages for a single occurrence exceed \$2,000.00, LDH staff will meet with Contractor staff to discuss the causes for the occurrence and to negotiate a reasonable plan for corrective action of the occurrence. Once a corrective action plan has been

approved by LDH, collection of liquidated damages during the corrective action period will be suspended. The corrective action plan must include a date certain for the correction of the occurrence. Should that date for correction be missed by the Contractor, the original schedule of liquidated damages will be reinstated, including collection of liquidated damages for the corrective action period, and monetary penalties will continue until satisfactory correction as determined by LDH of the occurrence has been made.

### 3.8.3 Intermediate Sanctions

3.8.3.1 LDH reserves the right to impose intermediate sanctions in accordance with state regulations.

## **3.9 Fraud and Abuse**

3.9.1.1 The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

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

## **3.10 Contingency Plan**

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

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

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

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

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

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

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

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

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

- 3.10.5 The Contingency Plan shall specify projected recovery times and data loss for mission-critical systems in the event of a declared disaster.
- 3.10.6 The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions.
- 3.10.7 In the event the Contractor fails to demonstrate through these tests that it can restore system functions, the Contractor shall be required to submit a corrective action plan to LDH describing how the failure shall be resolved within ten (10) business days of the conclusion of the test.
- 3.10.8 Off Site Storage and Remote Back-up
  - 3.10.8.1 The Contractor shall provide for off-site storage and a remote back-up of operating instructions, procedures, reference files, system documentation, and operational files.
  - 3.10.8.2 The data back-up policy and procedures shall include, but not be limited to:
    - 3.10.8.2.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;
    - 3.10.8.2.2 Documented back-up procedures;
    - 3.10.8.2.3 The location of data that has been backed up (off-site and on-site, as applicable);
    - 3.10.8.2.4 Identification and description of what is being backed up as part of the back-up plan;
    - 3.10.8.2.5 Any change in back-up procedures in relation to the Contractor's technology changes; and
    - 3.10.8.2.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
- 3.10.9 The Contractor shall adhere to all applicable published state security policies, which may be located at <http://www.doa.la.gov/Pages/OTS/InformationSecurity.aspx>.

### **3.11 Transition Plan**

- 3.11.1 This section outlines the requirements of the Contractor during the hand-off to a successor Contractor at the end of the contract term or in the event of contract termination. The Contractor shall provide full support and assistance in the transition of operations to LDH or to a successor Contractor in order to minimize any disruption of services covered under the resulting contract of this RFP. The Contractor must:
  - 3.11.1.1 Within thirty (30) days of the contract start date, deliver a transition/takeover plan to LDH which outlines the procedures and timelines to ensure continuity of services. This plan must include a detailed breakdown of processing steps performed, staffing, equipment, facilities, supply consumption, workloads, standard procedures and any additional information that LDH, at its sole discretion feels is necessary to effect a smooth transition to the successor Contractor.
  - 3.11.1.2 Provide training to successor Contractor's management in the use, operation and maintenance of computer programs, policies and procedures. The training will utilize current and complete documentation, instruction materials and handbooks. All training materials will be based on the complete and current documentation. Training will be provided for key successor Contractor personnel as deemed necessary by LDH.
  - 3.11.1.3 Perform a comprehensive assessment of all documentation. This documentation assessment will be completed and delivered to LDH annually with a final comprehensive assessment completed no later than six (6) months before the end of the contract term. The purpose of the review will be to assess whether the documentation accurately and completely reflects existing LDH procedures, and meets all documentation requirements. The Contractor will update any documentation which is not accurate, complete and in accordance with these requirements annually with a final comprehensive assessment completed no later than six (6) months prior to the end of the contract term.

- 3.11.1.4 Transfer the Contractor's records and associated records to the successor Contractor or to LDH. This transfer will be conducted in order to prevent any interruption in the delivery of records retention services, including custodianship, preparation of copies, access, retrieval and certification while the transfer is executed. The transfer will be completed within ten (10) calendar days after receiving a request from LDH.
- 3.11.1.5 Transfer all software, files, programs, source code and documentation in an electronic format to the successor within ten (10) calendar days of receiving a request from LDH.
- 3.11.2 The transition/takeover plan must be adhered to within thirty (30) days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

### **3.12 Term of Contract**

- 3.12.1 The contract effective date for the Contractor shall be on or about November 9, 2018 through November 8, 2021 unless terminated prior to that date in accordance with state or federal law or terms of the contract.
- 3.12.2 The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.
- 3.12.3 No contract/amendment shall be valid, nor shall the State be bound by the contract/amendment, until it has first been executed by the Department and the Contractor, and has been approved in writing by the director of the Office of State Procurement.

### **3.13 Payment Terms**

- 3.13.1 Payment of invoices is subject to State approval. Continuation of payment is dependent upon available funding. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices as defined in the contract terms.
- 3.13.2 The State will make every reasonable effort to make payments within thirty (30) business days of the approval of invoices under a valid contract. Contractor will not be paid more than the maximum amount of the contract. Contractor shall submit a final invoice to the Department within fifteen (15) business days after termination of the contract.
- 3.13.3 The Contractor shall submit invoices for deliverables in accordance with established timelines and shall submit itemized invoices monthly no later than fifteen (15) days following the month of services, or as defined in the contract terms. The Contractor will be reimbursed as specified in the contract with LDH.
- 3.13.4 Payments will be made to the Contractor after written acceptance by LDH and approval of an invoice. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.

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

**3.14 Electronic Vendor Payment Solutions**

3.14.1 The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Appendix H for additional information regarding electronic payment methods and registration.

## **4.0 PROPOSALS**

### **4.1 General Information**

- 4.1.1 Proposer must be registered as a vendor with the Louisiana Procurement and Contract Network (LaPAC) prior to submitting their proposal, and must include their vendor number on the Certification Statement. Information on registration may be found at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.cfm?tab=2>.
- 4.1.2 This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.
- 4.1.3 Proposal shall address how the Proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

### **4.2 Contact After Solicitation Deadline**

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

### **4.3 Contract Award and Execution**

- 4.3.1 The State reserves the right to:
  - 4.3.1.1 Make an award without presentations by Proposer or further discussion of proposals received;
  - 4.3.1.2 Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or
  - 4.3.1.3 Contract for all or a partial list of services offered in the proposal.
- 4.3.2 The RFP, including any addenda added, and proposal of the selected Proposer shall become part of any contract initiated by the State.
- 4.3.3 The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Appendix C. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
- 4.3.4 If the contract negotiation period exceeds thirty (30) calendar days or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **4.4 Assignments**

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

Subcontractors or joint ventures should be included as part of the proposal. All assignments must be approved of by the Department.

#### **4.5 Determination of Responsibility**

- 4.5.1 Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:
  - 4.5.1.1 Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
  - 4.5.1.2 Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
  - 4.5.1.3 Is able to comply with the proposed or required time of delivery or performance schedule;
  - 4.5.1.4 Has a satisfactory record of integrity, judgment, and performance; and
  - 4.5.1.5 Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 4.5.2 The Proposer must ensure that its proposal contains sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.
- 4.5.3 The Proposer shall include with its proposal copies of audited financial statements for each of the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project, as required by Section 4.5.1.1 above.

#### **4.6 Proposal and Contract Preparation Costs**

- 4.6.1 The State shall not be liable for any costs incurred by Proposer prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.
- 4.6.2 The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.
- 4.6.3 The written invitation will not obligate the State to a commitment to enter into a contract.

#### **4.7 Errors and Omissions**

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

#### **4.8 Ownership of Proposal**

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

#### **4.9 Online Procurement Library / Resources Available to Proposer**

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

Louisiana Department of Health:

<http://www.ldh.la.gov/index.cfm/newsroom/category/47>

#### **4.10 Proposal Submission**

- 4.10.1 All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
- 4.10.2 Proposer shall submit one (1) original hard copy, six (6) additional copies, six (6) electronic copies (CD or flash drive), and one (1) electronic *redacted* copy of the entire Technical Proposal. No facsimile or emailed proposals will be accepted.
- 4.10.3 Under separate seal, Proposer shall submit one (1) original hard copy, one (1) additional copy, and one (1) electronic copy (CD or flash drive) of the Cost Proposal in Excel format.
- 4.10.4 Under separate seal, Proposer shall submit one (1) original hard copy, one (1) additional copy, and one (1) electronic copy (CD or flash drive) of the documents as described in section 4.5.3 above.
- 4.10.5 All electronic copies must be searchable.
- 4.10.6 Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

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

If delivered via U.S. mail:

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

#### **4.11 Confidential Information, Trade Secrets and Proprietary Information**

- 4.11.1 Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal

identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1 *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

4.11.3 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

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

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

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

4.11.7 If the Proposer's proposal contains confidential information, Proposers should also submit a redacted copy along with the proposal. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

#### **4.12 Proposal Format**

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

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

#### **4.13 Requested Proposal Outline**

1. Cover Letter
2. Table of Contents
3. Executive Summary and Company Background
4. Engagement Implementation & Operations
5. Innovative Concepts
6. Relevant Corporate Experience
7. PPMO Staff Roles Form and Resumes
8. Response to Scope of Work and Appendix G: Questions and Requests
9. Additional Information

#### **4.14 Proposal Content**

##### 4.14.1 Legibility and Clarity

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

##### 4.14.2 Quality and Timeliness

4.14.2.1 Proposal 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 demonstrate the Proposer's previous experience in performing similar complex project management work related to systems implementations and its proposed approach to leverage that experience in meeting the Department's requirements. Specific and unique corporate experience should be clarified. Work samples may be included as part of the proposal.

- 4.14.3 Assume Complete Responsibility
  - 4.14.3.1 Proposal should address how the Proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
- 4.14.4 Approach and Methodology
  - 4.14.4.1 Proposal should define Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services. The proposal must describe in detail all options the proposed solution will make available, including but not limited to technology, staffing and any planned innovative processes.
- 4.14.5 Executive Summary and Company Background
  - 4.14.5.1 The introductory section should contain summary information about the Proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of the BHSF as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
  - 4.14.5.2 This introductory section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.
  - 4.14.5.3 This section should also include the following information:
    - 4.14.5.3.1 Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel;
    - 4.14.5.3.2 Name and address of principal officer;
    - 4.14.5.3.3 Name and address for purpose of issuing checks and/or drafts;
    - 4.14.5.3.4 For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;
    - 4.14.5.3.5 If out-of-state Proposer, give name and address of local representative; if none, so state;
    - 4.14.5.3.6 If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
    - 4.14.5.3.7 If the Proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
    - 4.14.5.3.8 Proposer's state and federal tax identification numbers.
    - 4.14.5.3.9 Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explain if not applicable.
  - 4.14.5.4 The following information **must** be included in the proposal:
    - 4.14.5.4.1 Certification Statement: The Proposer must sign and submit an original Certification Statement (see Appendix B).

#### 4.14.6 Engagement Implementation & Operations

- 4.14.6.1 The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within the RFP. In this section, the Proposer should state the approach it intends to use in achieving each objective of the engagement as outlined. In particular, the Proposer should:
- 4.14.6.1.1 Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
  - 4.14.6.1.2 Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to meet effectively the needs of consumers served.
  - 4.14.6.1.3 Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
  - 4.14.6.1.4 Demonstrate knowledge of services to be provided, effective strategies to achieve objectives, and effective service delivery.
  - 4.14.6.1.5 Describe an approach and strategy for engagement oversight and management.
  - 4.14.6.1.6 Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
  - 4.14.6.1.7 Demonstrate an understanding of and ability to implement data collection as needed.
  - 4.14.6.1.8 Explain processes that will be implemented in order to complete all tasks in a timely manner.
  - 4.14.6.1.9 Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
  - 4.14.6.1.10 Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
  - 4.14.6.1.11 Identify all assumptions or constraints on tasks.
  - 4.14.6.1.12 Discuss what flexibility exists within the work approach to address unanticipated problems which might develop during the contract period.
  - 4.14.6.1.13 If the Proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the Subcontractor.
  - 4.14.6.1.14 Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
  - 4.14.6.1.15 Proposers are encouraged to submit report samples to demonstrate Proposers' flexible reporting capabilities.
- 4.14.6.2 The proposal must describe in detail all options the proposed solution will make available including but not limited to technology and staffing.

#### 4.14.7 Innovative Concepts

4.14.7.1 Proposer should include in their proposal innovative methods for providing the services as outlined in this RFP.

4.14.7.2 Proposers are encouraged to include any additional deliverables that they consider a competitive advantage or innovation, including descriptions of the value these will bring to BHSF. Deliverables above and beyond the minimum required will be considered by the scoring committee in the technical scoring.

#### 4.14.8 Relevant Corporate Experience

4.14.8.1 The Proposer must submit documentation of at least three (3) previous engagements in project management operations that resulted in the documentation of legacy and new requirements, selection of information system solution, transfer of selected systems or newly developed system, testing for conformance to requirements, and transition to operations. These engagements of similar size and scope may be for Medicaid or other similar government programs in which a system was transferred from one vendor to another. The Proposer may also include other similar engagements related to complex systems in highly regulated environments such as banking, financial, healthcare or other social services.

The documentation must provide a description of the project, total project cost, PPMO services provided, contract term, lessons learned and state whether the project was completed. The Proposer must provide BHSF with reference names and contact numbers for these engagements to include: (1) Name and address of organization for which services were provided; (2) Name, telephone, and email of contact person; and (3) Type of services provided and dates services were provided.

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

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

#### 4.14.9 PPMO Staff Roles Form and Resumes

4.14.9.1 Proposers must submit a staffing model to include the structure and organization of the proposed project and portfolio management office, role titles, role descriptions and responsibilities, and experience required for each role. Proposers must submit the proposed professional staff members who may be performing services under the Contract. The table should include table headings related to role, responsibilities, education level, relevant experience summary, certifications, and professional credentials, see Appendix F, PPMO Staff Roles Form. If non-key staff have not been identified, then expected qualifications may be used. Key positions must be identified and at a minimum, must include the key staff required by the BHSF as defined in this RFP.

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

4.14.9.2.1 Experience with Proposer;

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

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

- 4.14.9.3 If Subcontractor personnel will be used, the Proposer should clearly identify these individuals, if known, and provide the same information requested for the Proposer's personnel.
- 4.14.10 Response to Scope of Work and Appendix G: Questions and Requests
  - 4.14.10.1 The Proposer shall provide thorough answers and supporting material to the Scope of Work and Appendix G: Questions and Requests section of this RFP. Proposers should respond in the form of a thorough narrative to each question and request. The narratives along with required supporting materials will be evaluated and awarded points accordingly.
  - 4.14.10.2 The points will be awarded on the overall responses to all the questions and requests in this section as a whole. Proposers should not assume that each question or request is weighted equally or scored separately.
- 4.14.11 Financial Proposal (Cost)
  - 4.14.11.1 Proposal shall include all anticipated costs of successful implementation of all deliverables outlined within the hourly rates proposed. Rates shall be fully burdened to include all travel, costs, materials, equipment and any other expenses required to perform the services.
  - 4.14.11.2 Proposer shall complete a cost proposal in the format provided to be considered for award.
  - 4.14.11.3 Failure to complete and submit these documents will result in the proposal being found non-responsive and removed from consideration. The cost proposal shall be provided in a separately sealed envelope.
- 4.14.12 Additional Information
  - 4.14.12.1 As an appendix to the proposal, if available, the Proposer should provide copies of any policy and procedure manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of the Proposer's All Hazards Response Plan, if available.
  - 4.14.12.2 Proposal information related to Veteran Initiative or Hudson Initiative should be included in this section.

#### **4.15 Waiver of Administrative Informalities**

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

#### **4.16 Withdrawal of Proposal**

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

#### **4.17 Proposer's Cooperation**

- 4.17.1 Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

**4.18 Commissioner's Statements**

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

**4.19 Prohibition of Discriminatory Boycotts of Israel**

4.19.1 In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

## 5.0 EVALUATION AND SELECTION

### 5.1 Evaluation Criteria

5.1.1 The following criteria will be used to evaluate proposals:

5.1.1.1 Evaluations will be conducted by an Evaluation Team to be designated by the Department, which will determine the proposal most advantageous to the Department, taking into consideration cost and the other evaluation factors set forth in the RFP.

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

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

5.1.2 Cost Evaluation

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

Points Awarded	=	$\frac{\text{Lowest Total Cost}}{\text{Total Cost of Proposal Being Evaluated}} \times 20$
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5.1.2.2 The assignment of the points based on the above formula will be calculated by a member of LDH Medical Vendor Administration, Financial Management and Operations staff.

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

5.1.3.1 Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

5.1.3.2 Proposer Status and Allotment of Reserved Points

5.1.3.2.1 If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

5.1.3.2.2 If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

5.1.3.2.3 If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

5.1.3.2.4 The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

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

- 5.1.3.3.1 If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.
- 5.1.3.3.2 If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:
  - 5.1.3.3.2.1 Subcontractor’s name;
  - 5.1.3.3.2.2 Subcontractor’s Veterans Initiative and/or the Hudson Initiative certification;
  - 5.1.3.3.2.3 A detailed description of the work to be performed; and
  - 5.1.3.3.2.4 The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

- 5.1.3.3.3 If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from other subcontractor(s).

5.1.4 Evaluation Criteria and Assigned Points

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

Evaluation Criteria	Points
Technical Proposal	
<ul style="list-style-type: none"> <li>• Relevant Corporate Experience</li> </ul>	10
<ul style="list-style-type: none"> <li>• Staffing Model and Proposed Staff Experience</li> </ul>	25
<ul style="list-style-type: none"> <li>• Response to Scope of Work, Questions, and Requests</li> </ul>	28
<ul style="list-style-type: none"> <li>• Innovative Concepts</li> </ul>	5
Financial Proposal (Cost)	20
Veteran and Hudson Initiatives <ul style="list-style-type: none"> <li>• <i>Up to 10 points available for Hudson-certified vendors;</i></li> <li>• <i>Up to 12 points available for Veteran-certified vendors;</i></li> <li>• <i>If no Veteran-certified vendors propose, the additional 2 Veterans points are not awarded.</i></li> </ul> <i>See Section 5.1.3 for details.</i>	12
<b>Total Possible Points</b>	<b>100</b>

*\*The evaluation team will use a consensus scoring process.*

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial Proposal, Technical Proposal and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

## **5.2 On-Site Presentation/Demonstration**

- 5.2.1 The Department may require On-Site Presentations or Demonstrations for purposes of this RFP.
- 5.2.2 The Department will select those proposers reasonably susceptible of receiving an award for an on-site presentation and/or demonstration for final determination of the contract award. On-site presentations / demonstrations will allow the selected proposers to demonstrate their unique capability to provide the services requested in the RFP.
- 5.2.3 Proposers selected for on-site presentations / demonstrations should:
  - 5.2.3.1 Provide a strategic overview of services to be provided,
  - 5.2.3.2 Summarize major strengths,
  - 5.2.3.3 Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes, and
  - 5.2.3.4 Project Director must be in attendance and key personnel should be in attendance to provide their view of the partnership envisioned with the Department.
- 5.2.4 Based on the information received at the presentation, the Proposer's score may be adjusted using the original evaluation criteria.

## **5.3 Acceptance of Proposal Content**

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

## **5.4 Clarification of Proposals**

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

## **5.5 Best and Final Offers (BAFO)**

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

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

## **5.6 Announcement of Award**

- 5.6.1 The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

- 5.6.2 The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.
- 5.6.3 The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44:3.2), selection memorandum along with list of criteria used along with the weight assigned each criteria, scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.
- 5.6.4 Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within fourteen (14) calendar days after the award has been announced by the agency.
- 5.6.5 The award of a contract is subject to approval by the Division of Administration, Office of State Procurement.

## **6.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **6.1 Confidentiality of Data**

- 6.1.1 All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.
- 6.1.2 Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Health.

### **6.2 Taxes**

- 6.2.1 The Contractor is responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor(s) is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor(s) hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor(s) further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.

### **6.3 Fund Use**

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

#### **6.4 Code of Ethics**

- 6.4.1 The Proposer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
- 6.4.2 Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

#### **6.5 Compliance With Civil Rights Laws**

- 6.5.1 The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- 6.5.2 The Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, age, or any other non-merit factor in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### **6.6 Insurance Requirements**

- 6.6.1 Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 6.6.2 Minimum Scope and Limits of Insurance
  - 6.6.2.1 Contractor's Insurance
    - 6.6.2.1.1 The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall be named as the insured on the policy. The Contractor shall not allow any Subcontractor to commence work on subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) calendar days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

#### 6.6.2.2 Workers' Compensation Insurance

6.6.2.2.1 Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance in compliance with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee.

#### 6.6.2.3 Commercial General Liability Insurance

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

#### 6.6.2.4 Insurance Covering Special Hazards

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

#### 6.6.2.5 Automobile Liability

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

#### 6.6.2.6 Professional Liability (Errors and Omissions)

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

#### 6.6.2.7 Subcontractor's Insurance

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

#### 6.6.3 Deductibles and Self-Insured Retentions

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

#### 6.6.4 Other Insurance Provisions

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

#### 6.6.4.1.1 General Liability and Automobile Liability Coverage

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

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

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

#### 6.6.4.1.2 Workers' Compensation and Employers' Liability Coverage

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

#### 6.6.4.1.3 All Coverage

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

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

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

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

#### 6.6.5 Acceptability of Insurers

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

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

#### 6.6.6 Verification of Coverage

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

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

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

#### 6.6.7 Subcontractors

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

#### 6.6.8 Workers' Compensation Indemnity

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

#### 6.6.9 Indemnification/Hold Harmless Agreement

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

6.6.9.2 Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

## **7.0 CONTRACTUAL INFORMATION**

### **7.1 Contract**

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

#### **7.1.1.1 Substitution of Personnel**

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

#### **7.1.1.2 Force Majeure**

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

#### **7.1.1.3 Order of Precedence**

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

#### **7.1.1.4 Entire Agreement**

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

#### **7.1.1.5 Board Resolution/Signature Authority**

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

#### **7.1.1.6 Warranty to Comply with State and Federal Regulations**

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

#### **7.1.1.7 Warranty of Removal of Conflict of Interest**

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

#### 7.1.1.8 Corporation Requirements

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

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

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

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

#### 7.1.1.9 Contract Controversies

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

#### 7.1.1.10 Right To Audit

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

#### 7.1.1.11 Contract Modification

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

#### 7.1.1.12 Severability

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

#### 7.1.1.13 Applicable Law

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

#### 7.1.1.14 Prohibition of Discriminatory Boycotts of Israel

7.1.1.14.1 In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

7.1.1.14.2 The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

## **7.2 Mutual Obligations and Responsibilities**

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

## **7.3 Retainage**

- 7.3.1 The Department shall 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. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

## **7.4 Indemnification and Limitation of Liability**

- 7.4.1 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
- 7.4.2 The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- 7.4.3 The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
- 7.4.4 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s)

or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

- 7.4.5 For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of one hundred thousand dollars (\$100,000), the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
- 7.4.6 The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the retainage, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **7.5 Termination**

### **7.5.1 Termination For Cause**

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

### **7.5.2 Termination For Convenience**

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

### **7.5.3 Termination For Non-Appropriation Of Funds**

- 7.5.3.1 The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful

purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **7.6 Subcontracting**

- 7.6.1 The State shall have a single prime Contractor as the result of any contract negotiation, and that Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Contractor may enter into Subcontractor arrangements; however, Contractor shall acknowledge in their proposal total responsibility for the entire contract.
- 7.6.2 If the Contractor intends to subcontract for portions of the work, the Proposer should identify any Subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Contractor under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
- 7.6.3 Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
- 7.6.4 For Subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all Subcontractors through the following:
  - 7.6.4.1 The Subcontractor(s) will provide a written commitment to accept all contract provisions; and
  - 7.6.4.2 The Subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
- 7.6.5 The Contractor shall not contract with any other vendor under a business agreement for the furnishing of any good, product, or merchandise, or the supplying of any good or services required by the contract without the express written approval of the State. The Contractor shall not substitute any vendor under a business agreement without the prior written approval of the State. For vendor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all vendors through the following:
  - 7.6.5.1 The vendor(s) will provide a written commitment to accept all contract provisions; and
  - 7.6.5.2 The vendor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.
- 7.6.6 Any work or service by a subcontractor, or the selling, offering to sell, or the furnishing of a specific good, product or merchandise of a part of the principal contract by a vendor, must be performed within the geographical confines of the continental United States, Alaska, Hawaii, or its territories, including Puerto Rico, Guam, Virgin Islands of the United States, the Northern Marianas and American Samoa.

## **7.7 Resources Available to Contractor**

- 7.7.1 The BHSF 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.

**7.8 Contract Monitor**

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

**PPMO and Shared Services Section Chief  
Louisiana Department of Health  
Bureau of Health Services Financing  
628 North 4th Street, 8<sup>th</sup> Floor  
Baton Rouge, LA 70802**

## **8.0 APPENDICES:**

- A: Veteran and Hudson Initiatives
- B: Certification Statement
- C: LDH Standard Contract Form (CF-1)
- D: HIPAA Business Associate Addendum
- E: Cost Worksheet
- F: PPMO Staff Roles Form
- G: Questions and Requests
- H: Electronic Vendor Payment Solution

## Appendix A: Veteran and Hudson Initiatives

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

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

<https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small businesses may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small businesses, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

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

**Appendix B: Certification Statement**

**CERTIFICATION STATEMENT**

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

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

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

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

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

1. The information contained in its response to this RFP is accurate.
2. Complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least ninety (90) days from the date of Proposer's signature below.
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and fifteen (15) business days to 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. 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

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Original Signature

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Printed Name

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Date

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

LDH - CF - 1  
Revised: 2017-02

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

LAGOV:

LDH:

Agency Name:

Agency #:

AND

FOR

Interagency  Personal Services  Professional Services  Consulting Services  Social Services

INCLUDE RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)
2) Street Address	6) Parishes Served <input type="text"/>
City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>	7) License or Certification # <input type="text"/>
3) Telephone Number <input type="text"/>	8) Contractor Status <input type="checkbox"/> <b>!</b>
4) Mailing Address (if different)	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No
City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>	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
	8a) CFDA#(Federal Grant #) <input type="text"/>

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

12) Maximum Contract Amount

13) Amounts by Fiscal Year

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the Initiating Office/Facility, payments are to be made as follows:

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:

First Name <input type="text"/>	Last Name <input type="text"/>
Title <input type="text"/>	Phone Number <input type="text"/>

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

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

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

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

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

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least five (5) years after final payment or as prescribed in 45 CFR 75.361, whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Non-assignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.

8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
  
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
  
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
  
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
  
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
  
13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract.  
  
No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
  
14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
  
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
  
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

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

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

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

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
  - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
  - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

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

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

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

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

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

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

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

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

**Louisiana Department of Health**

**SIGNATURE** **DATE**

**SIGNATURE** **DATE**

**NAME**

**NAME**

**TITLE**

**TITLE**

**SIGNATURE** **DATE**

**SIGNATURE** **DATE**

**NAME**

**NAME**

**TITLE**

**TITLE**

## Appendix D: HIPAA Business Associate Addendum

### HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
  - a. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
  - b. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “Subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
  - c. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
  - d. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and Subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), Contractor shall ensure that any agents, employees, Subcontractors or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or Subcontractors’ actions or omissions do not cause Contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

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

**Appendix E: Cost Worksheet**

Proposer must complete the Cost Worksheet to be considered for award. Failure to complete the Cost Worksheet will result in the proposal being found non-responsive and removed from consideration. Proposals will be scored following the methodology stated in *Cost Evaluation* section of this RFP.

Hourly rates proposed by the Proposers shall be submitted on the Cost Worksheet furnished below. The number of full time employees (FTE) listed for the cost worksheet does not reflect the number necessary for this contract and is for evaluation purposes only. Hourly rates submitted shall be firm for the term of the contract.

Hourly rates shall be fully burdened to include all travel, costs, materials, equipment and any other expenses required to perform the services.

Position	Number of Full Time Staff	Hourly Rate	Hours per Year per FTE	Total Cost for 1 Year
Project Director	1		2,080	
Portfolio Manager	2		2,080	
Program Manager	3		2,080	
Senior Project Manager	4		2,080	
Project Manager	10		2,080	
Business Analyst	15		2,080	
Testing Analyst	25		2,080	
Total	60			

List all other positions proposed or available to BHSF in separate rows below. Include the Position, Hourly Rate, Anticipated Hours per Year, and Position Description for each position. This information will not be considered in the cost evaluation.

Position	Hourly Rate	Anticipated Hours per Year	Position Description

**Appendix F: PPMO Staff Roles Form**

The following are the minimum qualifications required for each position listed.

Position	Years' Experience in Similar Role	Certifications
Project Director	5	Project Management Professional
Portfolio Manager	5	Project Management Professional
Program Manager	5	Project Management Professional
Senior Project Manager	4	Project Management Professional
Project Manager	2	
Business Analyst	3	
Testing Analyst	2	

Proposers shall complete the following chart related to their requirements for each position.

Position	Responsibilities	Education Level (Number of College Years & Degrees)	Experience Summary (Number of Years Related to Role)	Certifications, Professional Credentials & Training (Related to Role)
Project Director	Responsible for overall management, oversight and authority for all PPMO project activities. Reports to the PPMO and Shared Services Section Chief in Medicaid Systems.			
Portfolio Manager	Responsible for project intake, demand management, reporting and analytics for the BHSF's portfolio of projects.			
Program Manager	Responsible for overall oversight of the MMIS Modernization program.			
Senior Project Manager	Responsible for specific PPMO project activities including all PM responsibilities: managing schedule, risks, deliverables, resources and other project activities. May oversee other PM resources.			
Project Manager	Responsible for specific PPMO project activities including all PM responsibilities: managing schedule, risks, deliverables, resources and other project activities.			
Business Analyst	Responsible for documentation of requirements including interpretation of federal and state certification requirements, system architecture, technical, and business requirements for system and process consistency, efficiency and performance.			
Testing Analyst	Responsible for creating test data, creating test scripts, and performing user acceptance testing.			

Proposer shall complete the following chart for each additional role listed in Appendix E for proposed or available positions.

<b>Position</b>	<b>Responsibilities</b>	<b>Education Level (Number of College Years &amp; Degrees)</b>	<b>Experience Summary (Number of Years Related to Role)</b>	<b>Certifications, Professional Credentials &amp; Training (Related to Role)</b>

## **Appendix G: Questions and Requests**

The Proposer is expected to provide thorough and thoughtful answers to these questions. The Proposer's responses, along with required supporting materials provided by the Proposer, will be evaluated accordingly.

Failure to respond to the Questions and Requests may result in the disqualification of the proposal as non-responsive.

### **PPMO Staffing Questions and Requests**

1.	The Proposer should describe how it will have sufficient resources and staff to start its PPMO operations within fifteen (15) calendar days of contract award and be operational within forty-five (45) calendar days.
2.	Provide the resume and biography of the Project Director and any other key personnel that will be assigned to the BHSF.
3.	Include an organizational chart for proposed PPMO staff and explain how this model will make BHSF projects a success.
4.	Provide job descriptions for roles that will be assigned to the BHSF.
5.	Describe how the Proposer recruits and evaluates potential project management hires and the key behaviors and characteristics that differentiate the Proposer's project managers from competitors. Explain how this will make a difference in project delivery for the BHSF.
6.	Describe the Proposer's staffing model for in Baton Rouge versus remote resources.
7.	Describe the escalation process for BHSF to follow should BHSF have performance issues with members of the Proposer's staff. Describe how issues will be resolved.
8.	Provide information regarding projects the Proposer has previously worked on, demonstrating previous partnerships and experience working with staff proposed in this RFP. Address how the Proposer will leverage the previous project experience of proposed members to bring value to the State's projects.
9.	Provide the Proposer's performance metrics or scorecards used to manage staff performance.
10.	Suggest any additional staff the Proposer believes will bring value to the staffing model; describe the role they will play and how it is a differentiator for the Proposer.

### **Project Management Questions and Requests**

1.	Describe in summary format the Proposer's approach as to how it will manage a project management office to complete the work outlined in this procurement. Include any PMO level performance metrics used by the Proposer.
2.	Describe how the Proposer intends to leverage its experience to meet the project management requirements outlined in this RFP should the Proposer be awarded a contract from this procurement. Include success metrics from prior projects including those that demonstrate timeliness, scope and risk management.
3.	Please provide or explain how the Proposer will provide fully resource-loaded, baselined project schedules including appropriate milestones and deliverables with dependencies outlining the critical path for a similar engagement(s). Include examples and dashboards for tracking key project level metrics and reporting for project team members, stakeholders, and sponsors.
4.	Provide examples of weekly project status reports, executive summary dashboards, and any other project communication documents the Proposer believes are differentiators in their services.
5.	Describe the Proposer's recommended change control process.
6.	Provide an example of a large, budget and time, project where the Proposer faced new scope, unexpected delays, or other issues that resulted in critical path impact and an estimated project go-live

	change. Describe the actions taken by the project manager and the project team and the eventual outcome.
7.	Describe innovative approaches the Proposer uses to deliver projects and include examples of prior successes.
8.	Describe the Proposer’s experience with Agile methodologies (e.g. Scrum, Kanban, Lean, SAFe, etc.). Include detailed descriptions of prior Agile or Scaled Agile projects, including implementation dates.
9.	Provide detail of specific staff certifications and experience in Agile.
10.	Describe the Proposer’s approach to continuous process improvement.
11.	Provide examples of Agile tools and technologies the Proposer has utilized in the past.
12.	Describe the Proposer’s recommended approach to Agile projects including team composition, skills, sprint duration, and cadence.
13.	Based on the Proposer’s practical experience, what are the most common failure points for Agile projects and the keys to success? Provide examples of projects where the Proposer has encountered both and the project outcomes.

### **Project Requirements and Implementation Questions and Requests**

1.	Describe how the Proposer intends to leverage its past experience with state, federal, and regulatory documentation requirements (to include APDs, supporting analyses and documentation) as outlined in this RFP should the Proposer be awarded a contract from this procurement.
2.	Describe how the Proposer approaches projects that require management of multiple vendors, each with independent project managers and schedules, and cross-functional internal teams with disparate leadership structures. Describe what the Proposer sees as the three most important keys to successful implementation in these circumstances and why.
3.	Describe the approach the Proposer would use to discover, gather, inventory and validate requirements to enable the selection of appropriate Vendor(s) and the proper definition of project scope. Include a discussion of how the Proposer has defined requirements in the past for projects where the project’s scope included work for previously outsourced functions and of which the BHSF has limited knowledge.
4.	Provide examples of the Proposer’s BRD, traceability matrix, user acceptance testing (UAT) script, criteria for a defect severity framework, and any other valuable sample documents the Proposer sees as differentiators from competitors. Explain how the Proposer would use these to make the BHSF’s projects successful.
5.	Describe the Proposer’s approach for a global testing strategy to confirm compliance with requirements, performance, security, and functionality standards in all Systems Development Lifecycle (SDLC) and project phases.
6.	Describe the Proposer’s organizational change management strategy to orient and train staff to prepare for new systems, processes or programs. Include specific approaches and sample training materials for training each target audience and how the Proposer measures success post implementation.
7.	Describe the Proposer’s go-live strategy and the essential components of a go-live command center. Provide examples of a successful go-live playbook used by the Proposer on past projects.
8.	Describe the Proposer’s approach for closeout management of a similar engagement to include federal certification, solution documentation and final resolution of any outstanding technical, administrative, or operational issues.
9.	Describe how the Proposer’s approach to implementation has improved user adoption and reduced costs and user anxiety associated with change on prior projects. Include post implementation performance metrics to support a speedy return to pre implementation production levels.

10.	Describe the Proposer’s methods for Agile project backlog development and management including backlog grooming. Include a description of responsibilities for the roles of Product Owner and Business Analyst as it relates to backlog development and management.
11	Describe the Proposer’s methodology for breaking work into manageable user stories and tasks. Provide examples of user stories.
12.	Describe the Proposer’s approach to User Acceptance Testing on an Agile project.
13.	Describe the Proposer’s approach to project close for Agile Projects. Include detail on all activities prior to close and any infrastructure or process that is required post close. Describe common failure points or risks for Agile project close and how the Proposer mitigates those risks.

**Program Management Questions and Requests**

1.	Describe a previous engagement where the Proposer managed a large, multi-project program with numerous vendors and provide examples of program reporting, status reports and dashboards.
2.	Describe how the Proposer identifies, manages, and controls program interdependencies and how that has made a difference in prior programs.
3.	Describe the Proposer’s approach to scaling agile projects into programs, portfolios, or multiple release trains.

**Portfolio Management Questions and Requests**

1.	Describe a previous engagement in which the Proposer successfully implemented a demand management process and describe the process; include examples of project intake documentation.
2.	Describe the Proposer’s method for effective project prioritization and portfolio governance. Describe how this approach differentiates the Proposer from competitors. Provide any applicable supporting documents, reports, dashboards, or process flows.

**Appendix H: Electronic Vendor Payment Solution**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual