



## **REQUEST FOR PROPOSALS**

**for**

**PHARMACY BENEFITS MANAGER / POINT OF SALE PROCESSOR  
FOR PEOPLE LIVING WITH HIV IN LOUISIANA**

**STD/HIV/Hepatitis Program  
Office of Public Health**

**RFP #: 3000018193**

**Proposal Due Date/Time: Friday, ~~January 28~~ February 4, 2022**

**4:00 PM CT**

**Release Date: Wednesday, December 15, 2021**

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**FOR**  
**PHARMACY BENEFITS MANAGER / POINT OF SALE PROCESSOR**  
**FOR PEOPLE LIVING WITH HIV IN LOUISIANA**

**PART 1** ADMINISTRATIVE AND GENERAL INFORMATION

**1.1** Purpose

1. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Proposers to provide pharmacy benefits management services, including claims adjudication, coordination of benefits, point-of-sale processing, and a member portal for Louisiana Health Access Program (LA HAP) clients. The contract will begin on or about October 1<sup>st</sup>, 2022 and the annual budget will be contingent upon the availability of federal funding.
2. A contract is necessary to provide pharmacy benefits management services to all eligible clients with coverage through third party providers, including (but not limited to) plans on and off the Federally Facilitated Marketplace (FFM), employer-based insurance, Medicare Parts A - D, as well as uninsured clients. The successful Proposer will implement and maintain an efficient and cost-effective program with a comprehensive distribution network of pharmacies that provides services to eligible clients residing in all sixty-four (64) parishes in Louisiana.

**1.2** Background

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

The STD/HIV/Hepatitis Program (SHHP), located within the Office of Public Health (OPH), is responsible for coordinating the State's response to the Sexually Transmitted Disease (STD), Human Immunodeficiency Virus (HIV), and Hepatitis epidemics. The program conducts activities to: 1) support and provide medical and social services to persons living with HIV and treat persons diagnosed with STD and Hepatitis C, 2) prevent new cases of HIV, STD, and Hepatitis B and C, and 3) collect and compile data, analyze and distribute information about the progression of the HIV, STD, and Hepatitis B and C epidemics in the State.

SHHP's Louisiana Health Access Program (LA HAP) offers two programs to Louisiana residents living with HIV – the Health Insurance Program (HIP) and the Louisiana Drug Assistance Program (LDAP). These two programs together enable Louisianans living with HIV to take care of their health care needs and achieve positive health outcomes. HIP covers insurance plan premiums as well as non-drug copays, coinsurance, and deductibles for insured individuals, while LDAP covers drug costs for uninsured individuals as well as drug copays, coinsurance, and deductibles for insured individuals. To be eligible for LDAP, clients must be living with HIV, meet income eligibility, be a Louisiana resident, be ineligible for coverage through Louisiana Medicaid, enroll in Medicare Part D and Low Income

Subsidy (LIS) if eligible, and have prescriptions for medications written by a licensed Louisiana clinician.

LDAP utilizes a Pharmacy Benefits Manager (PBM) for claims adjudication, coordination of benefits, point-of-sale processing, and to provide customized technology to facilitate client enrollment and care and administrative coordination. LDAP currently utilizes a pharmacy network of over 650 pharmacies for insured clients, and 15 pharmacies for uninsured clients. In 2020, LDAP conducted a total of 115,605 pharmacy claims, which included 8,603 uninsured claims and 107,002 insured claims.

### **1.3 Goals and Objectives**

The goal of this Pharmacy Benefits Manager (PBM) RFP is to improve the health outcomes of low income persons living with HIV (PLWH) in Louisiana. Prior to the availability of expanded Medicaid services in Louisiana, more than 7,000 individuals accessed medication services through the Louisiana Drug Assistance Program (LDAP) and the current PBM provider. Access to medications is a critical component of ending the United States HIV epidemic. The HIV National Strategic Plan (HIV Plan) is a roadmap for ending the HIV epidemic in the United States by 2030. The goal of this PBM RFP is aligned with the goals of the HIV Plan, and improved health outcomes for PLWH can be achieved, in part, through several key objectives:

1. Coordination with SHHP/LA HAP staff to assure eligible clients are able to access their medications through point-of-sale adjudication. The current client census is approximately 4,000 individuals (96% insured, 4% uninsured), but may fluctuate significantly with programmatic changes proposed by the federal administration.
2. Maintenance of a network of pharmacies for insured and uninsured program participants that assures equitable geographical availability of medication. This network must include access at “brick and mortar” locations around the State, specialty pharmacies, as well as one (1) or more mail order options for clients who indicate that they have challenges in accessing transportation to visit a “brick and mortar” pharmacy location.
3. Communication and coordination with network pharmacies to assure consistent delivery of quality services to clients and smooth transitions through significant events, such as the addition or deletion of formulary medications, changes in protocol, program announcements, etc.
4. Payments made to participating pharmacies for cost shares (co-payments, coinsurance payments, deductible requirements, etc.) in a timely manner to assure continued access to services for clients and a positive network experience for pharmacies.
5. Provision and maintenance of a secure, web-based electronic data system that allows for SHHP-specified client information (demographics, program eligibility, benefits data, etc.) to be added, viewed, and edited by LA HAP staff in order to facilitate timely enrollment and re-certification. The system must currently be utilized by other jurisdictions and/or similar programs, and will be customized by the Contractor to meet SHHP’s requirements as necessary. Provide community partners specified by SHHP (e.g., case managers, HIP staff) real-time, view-only access to the same system.

6. Provision and maintenance of a public facing, user-friendly, and secure web portal for the submission of LA HAP client service applications. The web portal will interface with the electronic data system used for enrollment data and eligibility tracking and be customized to meet SHHP's data element requirements, allow for secure messaging between the applicant and LA HAP staff, allow for the electronic submission of non-drug service invoices and claims by LA HAP clients and third parties (e.g., insurance premium notices and medical bills), and be accessible via a user-friendly version on all major mobile devices in addition to traditional personal computers.
7. Post award, LDH reserves the right to add optional services including manufacturer rebate administration and Medication Therapy Management. These awards will be made based on the availability of funding, evidence of the need for these services, alignment with the Louisiana HIV/AIDS Strategy for Integrated Prevention and Care Services and the capacity of the Contractor. Proposer must provide descriptions and costs for such optional services.

#### **1.4** Term of Contract

The term of any contract resulting from this RFP shall begin on or near the date approximated in the Schedule of Events. LDH shall reserve the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. 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 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon available funding.

No contract/amendment shall be valid, nor shall the LDH be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the Contractor and has been approved in writing by the Director of the Office of State Procurement.

#### **1.5** Definitions

340B	Federal drug discount program that was established in 1992.
ADAP	AIDS Drug Assistance Program (national).
ADR	ADAP Data Report.
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
AIDS	Acquired Immunodeficiency Syndrome
ANSI	American National Standards Institute
AWP	Average Wholesale Price
Business Days	Monday through Friday
CAREWare	Free, scalable software for managing and monitoring Ryan White Services.
CBO	Community Based Organization
COB	Coordination of Benefits
Contractor	Any person having a contract with a governmental body; the selected Proposer.



CQI	Continuous Quality Improvement
Department or LDH	Louisiana Department of Health
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
Dispensing Fee	The cost to fill a prescription.
DMR	Direct Member Reimbursement
DOA	Division of Administration
EDI	Electronic Data Interface
FFM	Federally Facilitated Marketplace
FPL	Federal Poverty Level
HIP	Health Insurance Program (local)
HIPAA	Health Insurance Portability and Accountability Act of 1996
HITECH	Health Information Technology for Economic and Clinical Health Act of 2009
HIV	Human Immunodeficiency Virus
HRSA	Health Resources and Services Administration
LA HAP	Louisiana Health Access Program (local)
LDAP	Louisiana Drug Assistance Program (local)
LIS	Low Income Subsidy
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
NCPDP	National Council for Prescription Drug Programs
NDC	National Drug Code
NHAS	National HIV/AIDS Strategy
Original	Denotes must be signed in ink.
OSP	Office of State Procurement
OTS	Office of Technology Services
PBM	Pharmacy Benefits Manager
PCN	Processor Control Number
PDP	Prescription Drug Plan
PLWH	People Living with HIV
POS	Point of Sale
PPACA	Patient Protection and Affordable Care Act
Proposer	A firm or individual who responds to this RFP.
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
RFP	Request for Proposal
RxBIN	Prescription Bank Identification Number
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
SHHP	Louisiana STD/HIV/Hepatitis Program
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

STD	Sexually Transmitted Disease
Transaction Fee	Cost to execute a pharmacy claim.
TrOOP	True Out-of-Pocket
Work Day	Monday through Friday 7:00am to 7:00pm Central Time

## 1.6 Schedule of Events

<b>Event</b>	<b>Date</b>
RFP advertised in newspapers and post to LaPac	Wednesday, December 15, 2021
Deadline for receipt of written inquiries	Friday, December 31, 2021
Deadline to answer written inquiries on or about	<del>Monday, January 17, 2022</del> Friday, January 21, 2022
Deadline for receipt of proposals ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	<del>Friday, January 28, 2022</del> Friday, February 4, 2022 4:00 PM CT
Notice of Intent to award announcement, and 14-day protest period begins, on or about	TBD
Contract execution, on or about	TBD

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

**1.7** Proposal Submittal 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.

Any firms or individual interested in submitting an electronic proposal under this RFP must upload the proposal to <https://stateofla.app.box.com/f/f2dca05cc2ba4f019d34725ce8a94f91> before the date and time specified in the Schedule of Events. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: <https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf>.

For proposals submitted via U.S. mail, courier or hand delivery, proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in ink) and should submit five (5) additional hard copies and one (1) electronic copy (cd or flash drive) of the entire proposal. Proposers

should provide one (1) electronic copy (cd or flash drive) of the Redacted copy, if applicable. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container to the person and address listed below.

**Capucinca Harris-Roberts, Program Monitor**  
**Louisiana Department of Health**  
**Office of Public Health STD/HIV Program**  
**1450 Poydras Street, Suite 2136**  
**New Orleans, LA 70112**  
**(504) 568-7474**

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. Note: Hard copies of proposals must be delivered during hours of 8:00 am – 4:00 pm:

## **1.8** Qualifications for Proposer

### **1.8.1** Mandatory Qualifications

Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

- A. A minimum of five (5) years providing PBM services.
- B. Minimum of three (3) years contracting with any state ADAP programs.
- C. Minimum of three (3) years developing, customizing, implementing, and maintaining an online application/Client Web Portal.

The Proposer must clearly detail reporting capabilities that include:

- A. claims listing,
- B. demographics,
- C. enrollment,
- D. drug utilization,
- E. rebate,
- F. adherence, and
- G. suspended / reversed claims reports.

### **1.8.2** Desirable Qualifications

It is desirable that Proposers meet the following qualifications prior to the deadline for receipt of proposals.

Demonstrate knowledge and expertise in Ryan White HIV/AIDS Program requirements.

## **1.9** Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below.

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

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.

### **1.9.1** Cover Letter

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

### **1.9.2** Table of Contents

The proposal should be organized in the order contained below.

### **1.9.3** Quality And Timeliness

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Optional services descriptions and costs (e.g., manufacturer rebate administration, medication therapy management) must be included as well, though they will not be evaluated as part of the cost proposal; post award, LDH will determine if the services will be utilized during the life of the contract. Work samples may be included as part of the proposal.

### **1.9.4** Assume Complete Responsibility

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

### **1.9.5** Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name, phone number, and the stipulation that the proposal is valid for a time period of at least one hundred eighty (180) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

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

### **1.9.6** Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and should submit audited financial statements for each of the last 3 years.

The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The Proposer should have, within the last twenty-four (24) months implemented a similar type project. Proposers should give at least two (2) customer references for projects

implemented in at least the last twenty-four (24) months. References should include the name, email address and telephone number of each contact person.

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.

Proposers should clearly describe their ability to meet or exceed the qualifications described in the Mandatory Qualifications for Proposer section. Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

#### ~~1.1.1.1~~ **1.9.6.1 Administrative Data**

- This 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 LDH Office of Public Health, STD/HIV/Hepatitis Program as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.
- This 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.
- This section should also include the following information:
  - Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel;
  - Name and address of principal officer;
  - Name and address for purpose of issuing checks and/or drafts;
  - For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
  - If out-of-state Proposer, give name and address of local representative; if none, so state;
  - If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, and termination date;
  - 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
  - Proposer's state and federal tax identification numbers.

#### **1.9.7 Approach and Methodology**

Proposals should define the Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Part 2 (Scope of Work). Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### **~~1.1.1.2~~ 1.9.7.1 Work Plan/Project Execution**

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Part 2 (Scope of Work) of the RFP. In this section the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. Please note that client eligibility determination services for LA HAP clients are not included in this RFP.

In particular, the Proposer should:

- 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.
- Provide a strategic overview including all elements to be provided.
- Demonstrate an ability to hire and retain staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- 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.
- Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- Describe approach and strategy for project oversight and management.
- 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 to be provided to LA HAP program participants and an assessment of staff productivity.
- Demonstrate an understanding of and ability to implement data collection and data system requirements.
- Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Part 2 (Scope of Work).
- Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- Identify all assumptions or constraints on tasks.

- Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- Document procedures to protect the confidentiality and security of patient information in LDH or Contractor databases, including patient information that may be transmitted electronically via e-mail or the Internet.
- If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the State. The prime contractor shall be the single point of contact for all subcontract work.

#### **~~1.1.1.3~~ 1.9.7.2 Pharmacy Network**

- a. Describe the Proposer's existing pharmacy network in Louisiana or the Proposer's ability and experience in developing other statewide pharmacy networks. If the Proposer currently has a network of pharmacies in Louisiana, include the complete list of pharmacies.
- b. Outline the ability to provide a mail order option for clients, with consideration for the special shipping needs of homeless and transient LDAP clients.
- c. Describe the mechanism by which communication with pharmacies in the network occurs to inform them of significant events, such as the addition or deletion of formulary medications, changes in protocol, program announcements, etc.
- d. Provide documentation of the emergency response/preparedness plan and describe how all clients will be able to access alternative services in the event of an emergency.

#### **~~1.1.1.4~~ 1.9.7.3 Claims Processing**

- a. Describe how the Proposer will provide an electronic point-of-sale (POS) claims adjudication system, make payments to network pharmacies and coordinate with other payers. Provide a plan for achieving accurate client level data management and providing client support services.
- b. Describe how the Proposer will monitor billings to assure non-duplication and the proper split between primary, secondary and (if applicable) tertiary payers. Include an explanation of recoupment and reimbursement procedures.
- c. Provide a detailed description of how the recoupment process will be performed. This should include type(s) of software used, third party vendor(s) used (if any), frequency at which tasks are performed, and how information will be communicated to and from LDAP and/or the network pharmacies.
- d. Describe the Proposer's ability and experience in coordinating and communicating with insurance plans, including (but not limited to) plans on and off the Federally Facilitated Marketplace (FFM),

employer-based insurance, Medicare Parts A - D, and individual plans written prior to the implementation of the Patient Protection and Affordable Care Act (PPACA).

- e. Describe in detail the workflow process to be implemented between SHHP, network pharmacies, third party payers, clients, SHHP staff and the Proposer. The description should include timelines for accomplishments, as well as flowcharts or other visual presentations of the process.
- f. Include how expenditures for LDAP Medicare Part D clients will be reported to the True Out-of-Pocket (TrOOP) facilitator to ensure applicable expenditures are credited toward the client's TrOOP.
- g. Provide information regarding the capability to split bill and track multiple third-party payer sources including, but not limited to, Medicare Part D PDPs, private insurance plans, and LDAP.
- h. Describe how the process identified in **1.9.7.3 Claims Processing: Item g** above will prevent LDAP from making erroneous payments. Include how the Proposer will ensure that LDAP does not pay for medications that are not on a the uninsured formulary or the client's insurance formulary or that are covered by the Medicare Part D PDPs.
- i. Describe how the Proposer would manage a closed formulary that includes specific drugs and drug classes as well as an open formulary that includes all FDA approved drugs. Include a description of how the Proposer would ensure that routine FDA decisions and NDC changes that affect approved formulary drugs would be noted and applied in a timely manner.
- j. Describe the process for resolving issues surrounding client billing and prescription fulfillment that occur at the point of sale between the retail pharmacy, LDAP and the insurance or Medicare Part D PDP.
- k. Describe the process for obtaining credits and adjustments on behalf of LDAP for any possible overpayments that have been made; include the timeframes or other parameters in which such adjustments and credits will be allowed and recorded.
- l. Describe how the system will be able to effectively monitor an annual benefits cap for each client.
- m. Describe the Proposer's ability and experience in providing payment upfront to the network pharmacies for the duration of a month while preparing an invoice to SHHP at the end of each month. Include a description of how the Proposer will ensure that payment is only requested for valid claims; include details about the claims checking processes that will eliminate duplicate or invalid claims.
- n. Describe the ability to create and provide to SHHP staff a monthly, claim-level detail file in electronic format.

#### ~~1.1.1.5~~ **1.9.7.4 Technical Support/ Customer Service**

- a. Describe the Proposer's ability and experience in providing technical support to LDAP program staff, pharmacies and clients. Include a description of how the Proposer ensures that there is



adequate staff who are trained to provide coverage during transition times, such as when a key staff position becomes vacant.

- b. Describe the ability to document problem resolution with both network pharmacies and clients.

**~~1.1.1.6~~ 1.9.7.5 Data System, Sponsor Portal, and Public-facing Portal**

- a. Describe how the Proposer will provide and maintain a data system that is capable of receiving and managing client eligibility information to use for claims processing, monthly invoicing, reports and billing.
- b. Describe how the Proposer will provide and manage a secure and web-based data system to collect client level data on each person for whom payment was provided on behalf of LDAP. Describe how the Proposer will meet the following requirements:
  - 1. Allow for SHHP-specified client information (including but not limited to data elements related to demographics, program eligibility, benefits status, and program-specific requirements) to be viewed and edited by LDAP staff, or added via direct-entry and batch update, in order to facilitate timely ADAP enrollment and recertification;
  - 2. Be customizable to meet SHHP's requirements as necessary;
  - 3. Be configured for limited, view-only access by SHHP-approved community partner staff;
  - 4. Be user-friendly and designed for efficient data entry and application processing;
  - 5. Be capable of implementing and monitoring cost containment measures (such as annual expenditure caps on client services, medication prior authorizations, etc.) established by SHHP;
  - 6. Provide access for LDAP staff to view live claims adjudication;
  - 7. Include on-demand access to ad hoc reporting tools;
  - 8. Be compatible with all major internet browsers;
  - 9. The mobile user interface must allow for submission of required application documents via picture upload;
  - 10. Provide training for LDAP staff on the use of the secure, web-based data system;
  - 11. Provide SHHP on-demand access to downloadable real-time client and service data in one of the following formats: CSV or XLSX; and

12. Provide claims level data upon request, in order to complete required reports for pharmaceutical manufacturers to achieve the collection of rebates.
- c. Describe the Proposer's ability and experience to create and manage data systems that will receive detailed client eligibility information from LDAP staff and interface with payment information from pharmacies. Include a description of how the Proposer ensures that client eligibility information is accessible to the network pharmacies the same day in which it is received. Include information about technical resources that will be available to SHHP through the Proposer's systems, including but not limited to remote access, report builders and claims data review. Include previous experience implementing a system that has been utilized by other jurisdictions and/or similar programs.
  - d. Describe the ability to submit a monthly electronic data file of all transactions provided to individual eligible clients, to include: the medication dispensed; amount paid for each medication; and the location where the medication was dispensed or delivered. Include a description of the type of data file that will be provided and how it will be transmitted to SHHP.
  - e. Describe in detail any initial, and subsequent, network, hardware, software, and/or system requirements that SHHP would need to have in order to electronically interface with the Proposer's program/system. Include any special software or hardware that would need to be installed on SHHP servers or computers. Include a description of how the interface provides secure/encrypted data transmission in compliance with all applicable security requirements imposed by LDH or the Division of Administration, Office of Technology Services, as well as the requirements of HIPAA and the HITECH Act and their associated regulations.
  - f. Describe challenges anticipated in the implementation and stabilization phases of meeting the Sponsor portal and applicant/client portal requirements.
  - g. Describe the Proposer's ability and experience to create reports that describe monthly user activity and prescription drug costs. Include a description of standard reports, if any, and the ability to create custom reports.
  - h. Describe the ability to provide standardized monthly utilization and expenditure reports. Include how this report will be submitted to SHHP staff and in what format (i.e., PDF, Excel, Word).
  - i. Describe how the Proposer will provide and maintain a secure public-facing web portal for the submission of client applications and re-certifications. Describe how the Proposer will meet the following requirements:
    1. Provide and maintain a secure, web-based, and public-facing web portal for applicants and existing clients to submit and manage applications for LA HAP services. The portal shall act as a single point of access for the online completion, submission, tracking, determinations, and management of applications for LA HAP services.
    2. Allows for the creation of applicant and case management staff accounts;

3. Allows existing clients to update their own information including, but not restricted to; contact information, benefits details and status, releases of information, and income information;
  4. Allows account holders to upload required documents, including photos of required documents, insurance invoices, and view and print enrollment information including but not limited to LDAP benefits card and eligibility history;
  5. Allows existing clients to upload insurance premium and insurance cost-share invoices for payment by LA HAP's HIP program;
  6. Includes option for third-parties such as case managers and medical offices to upload existing clients' insurance premium and insurance cost-share invoices for payment by LA HAP's HIP program without gaining access to the client's portal record;
  7. Interfaces directly with the sponsor portal used by LA HAP staff to manage client enrollment and services and will update data elements in the sponsor portal when approved by LA HAP staff;
  8. Includes options for opt-in secure email, text, or internal messaging options for notices of recertification, application status, and secure messaging with LA HAP staff;
  9. Is available in English and Spanish; and
  10. Is compatible with all major internet browsers.
- j. Propose the mechanism or process by which LA HAP staff would work with the Contractor to develop a section for clients to view records of their previous eligibility periods, claims data, and record of non-drug cost share and premium payments (from an outside data system).
  - k. Ensure that the web portal is accessible in a user-friendly format on all major mobile devices, including but not limited to smart phones and tablet devices. The mobile user interface must allow for submission of required application documents via picture upload.
  - l. Ensure the proposer is capable of maintaining their data systems and customizing them to meet program specifications on an ongoing basis.

#### ~~1.1.1.7~~ **1.9.7.6 Other Services**

- Describe the Proposer's current experience or ability to provide treatment adherence activities (services provided to encourage, support, and enhance adherence to and compliance with treatment regimens, including related medical monitoring) to improve access to medications, increase and support adherence to medication regimens and/or assist clients with monitoring their progress in taking HIV-related medications.

#### **~~1.1.1.8~~ 1.9.7.7 Client Confidentiality and Data Security**

- a. Describe the Proposer's ability and experience in assuring client confidentiality. Describe in detail any security or confidentiality breaches experienced by the Proposer in the past five (5) years. Also, describe how the Proposer will protect client information from being used for commercial purposes or published, even in the aggregate, without SHHP review and written permission.
- b. Provide a detailed description of how secure data will be transmitted between the different parties involved in pharmacy service coordination (CMS, SHHP, insurance plans, Medicare Part D PDPs, and pharmacies).
- c. Provide the results of any third-party data system security assessments conducted in the past five (5) years on the systems to be used in meeting the requirements of this RFP, as well as the action plans resulting from these assessments and subsequent corrective actions taken. If assessment results cannot be provided due to security concerns, an executive summary or description of findings and corrective actions may be substituted. Submit the most recent SOC 2 report. If the SOC 2 report is not available, the completion of a questionnaire from Louisiana Department of Health may be required.

#### **~~1.1.1.9~~ 1.9.7.8 Conflict of Interest**

- Describe any potential conflicts of interest related to the provision of HIV treatment that the Proposer and/or any proposed subcontractors may have.

#### **~~1.1.1.10~~ 1.9.7.9 Quality Assurance and Monitoring**

- a. Describe current quality assurance activities and measures, including the ability and timeline required to produce utilization and expenditure reports.
- b. Describe the experience or ability to conduct client satisfaction and provider surveys. Include an example(s) of previous survey tools and outcomes as an attachment.
- c. Provide documentation of the policy or protocol that outlines clients' "Rights and Responsibilities" as an attachment and provide a copy of the current client grievance policy as an attachment.

#### **~~1.1.1.11~~ 1.9.7.10 Transition Plan**

- a. Work plan, including strategies and timelines, to successfully scale up and transition clients on the contract start date. Workplan must consider transition to a new data system, accessible to SHHP via a web portal and with customization, for SHHP's requirements as necessary, to electronically receive and provide eligibility information that matches the data and usage requirements of SHHP and the Health Resources and Services Administration (HRSA); public-facing web portal for applicant/client use that interfaces directly with the web portal data system used by SHHP staff to manage client records and securely communicate with clients; and pharmacy network.
- b. Explain how contract activities would be transitioned upon termination of the contract without interrupting services to clients.

### **1.9.8 Proposed Staff Qualifications**

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

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

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

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

- Experience with Proposer;
- Previous experience in projects of similar scope and size; and
- Educational background, certifications, licenses, special skills, etc.

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

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

### **1.9.9** Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at:

<https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.

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

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

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

#### **1.9.10** Cost Proposal

1. Proposers shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined.
2. Proposers shall propose cost by submitting the Annual Fee Schedule breakdown in the format of the attached sample cost template form (See **Attachment IVa**) for each year of the contract. Proposers shall include the breakdown of Administrative Fees for Year 1 to demonstrate how such cost was determined.
3. Proposers shall also propose cost by submitting the Claims Table per transaction and per dispensing fee for each item in **Attachment IVb** for each year of the contract.

4. Proposers shall propose cost for optional services, which LDH reserves the right to add post award, by submitting the Optional Services breakdown in the format of the attached sample cost template form (See **Attachment IVc**) for each year of the contract.
5. Proposers must complete a cost proposal in the format provided to be considered for award. Failure to complete a cost proposal will result in the disqualification of the proposal.

#### **1.9.11** Certification Statement

The Proposer must sign electronically or submit a scanned signature on **Attachment I**.

#### **1.9.12** Outsourcing of Key Internal Controls:

The State will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from an independent Statement on Standards for Attestation Engagements No. 18 (SSAE 18) engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

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

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to the State and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State with an exact copy of the report within thirty (30) calendar days of completion. When required by the State, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

#### **1.10** Number of Copies of Proposals

For **electronic proposal submission**, the State requests that one copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

For **hard copy (printed) proposal submission**, the State requests that six (6) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

### **1.11** Technical and Cost Proposals

The State requests the following for **electronic proposal submissions**:

**Proposers should upload two files with the same name, one PDF and one Word, for the technical proposal.**

- One (1) technical proposal provided as a single file in PDF and Microsoft Word formats. The file shall be named: RFP#\_\_\_\_\_ Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP#\_\_\_\_\_ Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, provided as a single file in PDF and Microsoft Word formats. The file shall be named: RFP#\_\_\_\_\_ Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- One (1) Original (clearly marked “Original”) and five (5) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and five (5) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

### **1.12** Legibility/Clarity

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

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

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.



For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall 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.

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

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

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

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY.”. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

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.

Additionally, any proposal that fails to follow 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.

## **1.14 Proposal Clarifications Prior to Submittal**

### **1.14.1 Pre-proposal Conference**

Not required for this RFP.

### **1.14.2 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below. All communications relating to this RFP must be directed to the RFP Coordinator. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

**Capucinca Harris-Roberts, RFP Coordinator**  
**Louisiana Department of Health, Office of Public Health**  
**STD/HIV/Hepatitis Program**  
**1450 Poydras Street, Suite 2136**  
**New Orleans, LA 70112**  
**Email Address: Capucinca.Harris-Roberts@la.gov**

LDH will consider written inquiries regarding the requirements of the RFP to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:

<http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

<http://new.ldh.louisiana.gov/index.cfm/newsroom/category/47>

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

Only **Capucinca Harris-Roberts, RFP Coordinator** has the authority to officially respond to a Proposer's questions on behalf of LDH. Any communications from any other individuals shall not be binding to LDH.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <https://www.doa.la.gov/doa/osp/>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: <https://www.doa.la.gov/doa/osp/vendor-resources/>. Procurement Library/Resources Available to Proposer:

- Integrated Prevention and Services Strategic Plan
- 2020 LA HAP Statewide Fact Sheet
- 2020 Statewide Needs Assessment
- HRSA Policy Clarification Notices
- LA HAP Policies and Procedures
- Uninsured Formulary
- Current Pharmacy Network

Relevant material related to this RFP will be posted at the following web address: <http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

### **1.14.3 Blackout Period**

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

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

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

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

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of

communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

### **1.15 Error and Omissions in Proposal**

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

### **1.16 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

May also be posted at:

<http://new.ldh.louisiana.gov/index.cfm/newsroom/category/47>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due.

To withdraw an **electronically submitted proposal**, a written request signed by the authorized representative of the Proposer must be uploaded to

<https://stateofla.app.box.com/f/f2dca05cc2ba4f019d34725ce8a94f91>.

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

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

### **1.19 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by LDH to award a contract(s) 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:

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
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.

### **1.20 Ownership of Proposal**

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.

### **1.21** Cost of Offer Preparation

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

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.

### **1.22** Taxes

Contractor shall be 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 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 the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor 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. The contracting agency reserves the right to withdraw its consent to the 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) days of such notification.

### **1.23** Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

- The Proposer should include with its proposal copies of audited financial statements for each of the last 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.

#### **1.24 Use of Subcontractors**

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

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

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

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:

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

#### **1.25 Written or Oral Discussions/Presentations**

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

#### **1.26 Acceptance of Proposal Content**

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

#### **1.27 Evaluation and Selection**

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial *statements, review of technical requirements, or preparation of cost score data.*

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

The State reserves the right to conduct a BAFO with one (1) or more proposers determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO

along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

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

### **1.29** Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added and the proposal of the selected Proposer shall become part of any contract initiated by the Department.

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

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

### **1.30** Notice of Intent to Award

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

The Department reserves the right to:

- Make multiple awards;
- Make an award without presentations by Proposers or further discussion of proposals received;
- Enter into a contract without further discussion of the proposal submitted based on the initial offers received; or
- Contract for all or a partial list of services offered in the proposal.

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

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

Any person 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 agency issues a Notice of Intent to award a contract.



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

### **1.31** Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.32** Insurance Requirements for Contractors

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

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

#### **1.32.1** Contractor's Insurance

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

#### **1.32.2** Minimum Scope and Limits of Insurance

##### ~~1.1.1.12~~ **1.32.2.1** Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law 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. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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



the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**~~1.1.1.13~~ 1.32.2.2 Commercial General Liability**

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

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors.

**~~1.1.1.14~~ 1.32.2.3 Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

**~~1.1.1.15~~ 1.32.2.4 Automobile Liability**

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

Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

**~~1.1.1.16~~ 1.32.2.5 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than

thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **1.32.3** Deductibles and Self-Insured Retentions

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

### **1.32.4** Other Insurance Provisions

#### **Insurance Covering Special Hazards**

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

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

#### **~~1.1.1.17~~ 1.32.4.1** Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **~~1.1.1.18~~ 1.32.4.2** Workers Compensation and Employers Liability Coverage

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

#### **~~1.1.1.19~~ 1.32.4.3** All Coverages

All policies must be endorsed to require thirty (30) days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

#### **1.32.5 Acceptability of Insurers**

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

#### **1.32.6 Verification of Coverage**

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

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Department of Health, Office of Public Health, STD/HIV/Hepatitis Program, Its Officers, Agents, Employees and Volunteers

1450 Poydras Street, Suite 2136

New Orleans, LA 7011

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

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

#### **1.32.7 Subcontractors**

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

#### **1.32.8 Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees.

The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

### **1.33** Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

### **1.34** Liability and Indemnification

#### **1.34.1** Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### **1.34.2** Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **1.34.3** Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

#### **1.34.4** Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

#### ~~1.1.2~~ 1.34.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

#### ~~1.1.3~~ 1.34.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

#### 1.35 Payment

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices shall be subject to approval of

the STD/HIV/Hepatitis Program Director or designee. Continuation of payment shall be dependent upon available funding.

Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within ***thirty (30) calendar days*** of the approval of invoice and under a valid contract. 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. Contractor will not be paid more than the maximum amount of the contract.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid to the Contractor at the end of each fiscal year. Fees passed through the PBM to SHHP on behalf of network pharmacies as part of the Pharmacy Provider Agreements will not be assessed a ten percent (10%) retainage. These pass through fees include but may not be limited to insured drug copay payment, pharmacy acquired inventory, dispensing fees, and delivery fees.

#### **1.35.1** Electronic Vendor Payment Solutions

The Department 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 Attachment III for additional information regarding electronic payment methods and registration.

### **1.36** Termination

#### **1.36.1** Termination of the Contract for Cause

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

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

#### **1.36.2** Termination of the Contract for Convenience

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

#### **1.36.3** Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate

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

### **1.37** Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.38** No Guarantee of Qualities

Utilization data provided by SHHP for the purpose of this RFP are estimates based on previous claims. Variation in future services, funding and utilization trends in any of the contract years will be based on the results of legislative challenges to the Patient Protection and Affordable Care Act (PPACA), the availability of federal funds, and the continued support of expanded Medicaid services within the State of Louisiana. Program participation and client service utilization could also be impacted by new guidance or requirements from federal or State administrations, and all of these variables should be considered in the proposer's calculation. Fees proposed will not be negotiated based on volume.

### **1.39** Right to Audit

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

### **1.40** Civil Rights Compliance

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

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

### **1.41** Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the 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 the Contractor to the department, at the Contractor's expense, at termination or expiration of the contract.

#### **1.42** Entire Agreement/ Order of Precedence

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

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

#### **1.43** Contract Modifications

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

#### **1.44** Substitution of Personnel

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

#### **1.45** Governing Law

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.46** Claims or Controversies

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

#### **1.47** Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. 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.

The Contractor 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 the 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 the contract.

#### **1.48** Corporate Requirements

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



- 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.
- 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.

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

#### **1.49 Prohibition of Discriminatory Boycotts of Israel**

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.

#### **1.2 1.50 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/>.

##### **1.50.1 Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

## **PART 2** SCOPE OF WORK/SERVICES

### **2.1** Project Overview

The Contractor will provide pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing services to eligible clients living with HIV in all sixty-four (64) parishes in Louisiana in an effective and efficient manner. These clients may have comprehensive insurance coverage through plans on and off the Federally Facilitated Marketplace (FFM), employer-based insurance, Medicare Parts A - D, and/or individual plans written prior to the implementation of the Patient Protection and Affordable Care Act (PPACA); other clients may be uninsured.

The Contractor will maintain a comprehensive network of pharmacies, and must provide client and claims level data that meet the requirements of the Louisiana Health Access Program (LA HAP) and the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009). Eligibility determination services for all of the persons applying to LA HAP will be performed by a separate entity.

The Contractor must have a ready to use data system, accessible to SHHP via a web portal and with customization, for SHHP's requirements as necessary, to electronically receive and provide eligibility information that matches the data and usage requirements of SHHP and the Health Resources and Services Administration (HRSA). This includes a public-facing web portal for applicant/client use that interfaces directly with the web portal data system used by SHHP staff to manage client records and securely communicate with clients. The ideal primary data system and applicant/client web portal will have previously met the needs of other ADAP jurisdictions and/or similar programs. These customized systems must be in place at the start of the contract to ensure no interruption in current client benefits.

OPH SHHP will retain authority in the development and management of the LA HAP uninsured formulary and program eligibility requirements.

### **2.2** Deliverables

#### **2.2.1** Pharmacy Network

The Contractor shall create, maintain and/or expand a pharmacy distribution network within Louisiana for both insured and uninsured program participants, and contract with at least one (1) established and operational single source mail order distribution system capable of serving the needs of eligible clients in all sixty-four (64) parishes of the state. The Contractor shall:

- a. Establish and maintain a network of pharmacy locations capable of providing walk-in service to one hundred percent (100%) of LA HAP program participants (insured and uninsured), while ensuring communication of billing procedures, access to client eligibility information, facilitation of claims adjudication and coordination of benefits.
- b. Communicate with the pharmacy network any program updates or changes via broadcast fax, email or mail, and provide copies of all pharmacy and client correspondence to the LDAP Coordinator, Treatment Access Supervisor, and Services Manager.
- c. Audit selected pharmacies as it deems necessary. Any errors detected through such an audit will be adjusted back to SHHP.
- d. Provide payment to retail network pharmacies on a regular basis in accordance with NCPDP Guidelines. The Contractor must also provide detailed invoice information to

SHHP staff on all reimbursable charges incurred for each invoice period, such as the cost of medication, applicable copayments and deductible charges, dispensing fees, etc.

- e. Not receive payment from SHHP for ineligible charges, and any payments made for ineligible charges will be recouped by SHHP.
- f. Have an established mail order pharmacy as an option to clients that:
  - i. Ensures that all eligible clients receive mail order prescriptions less than five (5) working days from the time the prescription is submitted by the client to the Contractor.
  - ii. Addresses special shipping needs of homeless and transient LA HAP clients by ensuring mail order pharmacies ship prescriptions to client's preferred address.
  - iii. Confirms delivery of medications to LA HAP client's preferred address, assumes responsibility for costs associated with repeat delivery events and works with SHHP on loss reduction activities.
- g. Have a documented and routinely tested emergency response/preparedness plan that, once implemented, has operations of retail pharmacy network and/or mail order pharmacy back to ninety-five percent (95%) within seventy-two (72) hours of the conclusion of the emergency. On an annual basis, the Contractor must provide the LDAP Coordinator with documentation of this plan and frequency of testing, as well as any contingency plans.
- h. Transition clients to either mail order and/or the retail walk-in pharmacy network within seventy-two (72) hours if there is an interruption of service in either distribution system that requires implementation of the emergency response/preparedness plan.
- i. When requested by SHHP, prepare data for import into, CAREWare—a HRSA-developed, web-based data management system. CAREWare software, relevant software updates and all relevant training will be provided by staff employed or contracted by SHHP.
- j. Add or remove pharmacies to the network at SHHP's request within five (5) business days.
- k. Add or remove drugs to the formulary within seventy-two (72) hours of the request of SHHP. The uninsured formulary will be defined by SHHP.

### **2.2.2 Claims Processing**

The Contractor shall provide an efficient electronic system for point-of-sale (POS) claims adjudication and coordination of benefits, making payments to network pharmacies, coordinating with other third-party payers, providing high level electronic data management, and supporting member services. Electronic claims processing capacity must be sufficient to allow pharmacies to do online adjudication and split billing, so that pharmacies or clients will not need to submit manual claims for secondary payment. The Contractor shall:

- a. Have a detailed workflow process for implementation between SHHP, network pharmacies, third party payers, clients, and the Contractor. The workflow process should include timelines for accomplishments, as well as flowcharts or other visual presentations of the process.
- b. Allow for coordination of primary, secondary and tertiary payers of prescription claims. Prescription claims must always pay with LA HAP as final payer based on other payers' payment of claim using "lesser of" logic. LA HAP will always be the payer of last resort.

- c. Retain the primary payer status of an insurance policy or Medicare Part D Prescription Drug Plan (PDP) so that LA HAP will always be considered a secondary payer.
- d. Have the ability to transmit primary and/or secondary insurance information to the pharmacy.
- e. Provide remote access to the Contractor's claim system for individuals determined by SHHP. This access should include
  - i. Pharmacy locator;
  - ii. Real-time claim tracking/history to include retail, mail order and direct client reimbursement claims history;
  - iii. Drug formulary;
  - iv. Client benefit level information;
  - v. Client prescription history; and
  - vi. Prior authorization.
- f. Identify and report LA HAP client enrollment in and eligibility for other third party payers, including (but not limited to) plans on and off the Federally Facilitated Marketplace (FFM), employer-based insurance, Medicare Parts A - D, and individual plans written prior to the implementation of the Patient Protection and Affordable Care Act (PPACA).
- g. Provide an automated process of ongoing screening for other prescription benefits for LA HAP clients.
- h. Have a detailed, mapped recoupment process for instances where other prescription coverage has been identified, so that claims can be reversed and rebilled to other payers. Facilitate and report to SHHP staff the recoupment process and progress. Utilize outside vendors and software programs as necessary to communicate with LA HAP and/or the pharmacy.
- i. Coordinate coverage and benefits with insurance providers, including (but not limited to) plans on and off the Federally Facilitated Marketplace (FFM), employer-based insurance, Medicare Parts B - D, and individual plans written prior to the implementation of the Patient Protection and Affordable Care Act (PPACA), in order to assure that applicable expenditures are credited toward meeting the client's minimum/maximum out of pocket expenditure requirements.
  - vii. Oversee the payment of medication deductibles, coinsurance, co-payments and costs of medications during any gaps in coverage for clients enrolled in third party insurance providers.
  - viii. Ensure that LA HAP does not pay for a medication that is not on the formulary for the specific insurance plan in which an individual client is enrolled.
  - ix. Establish a network of pharmacies that will be able to split the billing of prescription drug costs between third party insurance plans and LA HAP. The network of pharmacies must be geographically dispersed throughout the state of Louisiana and have at least one (1) mail order pharmacy option available to all eligible LA HAP clients.
- j. For Medicare Part D Prescription Drug Plans (PDPs), ensure that applicable expenditures are credited toward meeting the client's true out-of-pocket (TrOOP) expenditure requirement.

- x. Oversee the payment of medication deductibles, coinsurance, co-payments and costs of medications during any gaps in coverage for clients enrolled in Medicare Part D PDPs.
- xi. Coordinate prescription benefits with all Medicare Part D PDPs in the state of Louisiana, without discrimination, based upon the Medicare Part D PDP in which the individual is enrolled, as clarified by the CMS Coordination of Benefits (COB) guidelines dated July 1, 2005, and any subsequent updates to these guidelines that are available at: [http://cms.hhs.gov/PrescriptionDrugCovContra/02\\_RxContracting\\_COB.asp](http://cms.hhs.gov/PrescriptionDrugCovContra/02_RxContracting_COB.asp).
- xii. Ensure that the LA HAP does not pay for a medication that is not on the formulary for the specific Medicare Part D PDP in which an individual client is enrolled.
- xiii. Establish a network of pharmacies that will be able to split the billing of prescription drug costs between third party insurance plans including Medicare Part D PDPs and LA HAP. The network of pharmacies must be geographically dispersed throughout the state of Louisiana and have at least one (1) mail order pharmacy option available to all eligible LA ADAP clients.
- k. Participate in data sharing with CMS to ensure that paid claim data is captured by the CMS TrOOP Facilitation Contractor in the claim response from the payer to the pharmacy provider.
  - xiv. Coordinate coverage and benefits with CMS and the Medicare Part D PDP and ensure that applicable expenditures are credited toward meeting the enrollee's TrOOP expenditure requirement. As part of this duty, the Contractor shall participate in the electronic data exchange processes as specified by CMS for reporting enrollee TrOOP expenses to the CMS data Contractor.
  - xv. Maintain for LA HAP a unique Prescription Bank Identification Number (Rx BIN) and a unique Pharmacy Benefit Processor Control Number (PCN) to code for coverage that is supplemental to Medicare Part D. The Input and Response Files used by the CMS Data Sharing Agreement program include data fields for both Rx BIN and PCN reporting. This unique coding will assure that the supplemental paid claim is captured by the CMS TrOOP Facilitation Contractor in the claim response from the payer to the pharmacy provider. The TrOOP Facilitation Rx BIN(s) or PCN(s) will be separate and distinct from a PBM's standard Rx BIN and PCN. Rx BIN(s) and/or PCN(s) may be obtained from the American National Standards Institute (ANSI) located at <http://www.ansi.org/> or the National Coalition for Prescription Drug Programs (NCPDP) located at <http://www.ncdpd.org/>.

### **2.2.3 Drug Pricing**

The Contractor shall continuously maximize cost savings to LA HAP through coordination with the State contracted wholesaler and assessment of cost saving strategies. The Contractor shall:

- a. Work with State contracted drug wholesaler to provide quarterly reporting on drug costs and assist in identifying any opportunities for savings.
- b. Identify any costs that are not consistent with current drug pricing discounts.
- c. Provide reporting capabilities on drug costs provided by State wholesaler.
- d. Agree to renegotiation of contracted AWP discount rate, as well as dispensing and

transaction fees (when applicable), in order to pass along further savings to the program as needed. This will ensure that the LA HAP program is able to respond to the changing needs of a program participant population that may increase or decrease significantly based on the proposed programmatic changes under the new federal administration.

#### **2.2.4 Technical/Customer Support**

The Contractor shall provide knowledgeable staff who are readily available to answer calls or emails from SHHP staff, community based organization (CBO) staff, clinicians, providers, pharmacists and clients. The Contractor shall:

- a. Provide technical guidance to SHHP staff and pharmacy service providers on inquiries including but not limited to access to medications supported by LA HAP resources, third party coordination of benefits, claims processing for both adjudication and reimbursement, data collection systems, and billing/invoicing.
- b. Maintain current contact information for network pharmacies, prescribing physicians and insurance companies.
- c. Assign a designated phone number to respond to client inquiries. The individual or individuals who staff this phone line must have customer service experience, be trained and knowledgeable of the program's services, and have access to client-level information to respond to participants' inquiries regarding program enrollment, and coverage information. They must also be trained on troubleshooting technical issues related to the member portal. This person or persons must also have a designated back up.
- d. Maintain a toll-free client support number, which will be staffed (at a minimum) from 7:00 am – 5:00 pm Central Time (CT) Monday through Friday, and 10:00 am – 5:00 pm CT on Saturday, excluding federal holidays. The toll-free client support number must also be available in the event of SHHP staff furlough, government shut down, emergency evacuation or other unforeseen events.
- e. Maintain a help desk that will provide technical assistance to network pharmacies for billing and claims system issues. At a minimum, the help desk staff must be readily available between the hours of 7:00 am – 7:00 pm Central Time (CT), Monday through Friday. In place of twenty-four (24) hour access, an automated phone system must be maintained for telephone calls received after hours with response to messages occurring the next business day.
- f. Maintain, at minimum, monthly contact via in person meetings or phone calls with SHHP staff to review and discuss contract objectives and program performance, share challenges and barriers to progress and propose resolutions, as well as convey general program updates and specific changes in staffing. The LDAP Coordinator will be the staff member designated as the primary contact for communication with SHHP staff.
- g. Prepare a monthly call log that individually documents problem calls, and include, at a minimum: date, caller, type of problem, how the problem was resolved, and when it was resolved. Monthly call log must include a section reporting these key performance indicators:
  - i. Average speed to answer
  - ii. Average active waiting calls over the month (how many callers are typically on hold at one time)
  - iii. Average call handle time
  - iv. Average call hold time, minimum call hold time, maximum call hold time
  - v. Call abandonment rate

- vi. Percentage of calls reporting a problem that could not be resolved within the call
- vii. Percentage of calls blocked
- viii. Average assistance quality score based on caller report
- ix. Rate of calls answered in the first minute

### **2.2.5 Member Packets**

The Contractor shall:

- a. Produce prescription drug cards for use when clients go to the network pharmacies to obtain prescription fills.
- b. Send an eligibility card and Member Packet to the client within seven (7) business days of being notified by SHHP that the client is eligible for the program. Any items sent to clients will be sent in packaging and identified as confidential and without any reference to HIV or AIDS visible from the exterior of the packaging.
- c. Include on the card patient identification information that pharmacy providers use to identify eligible clients. Fields of information will include but are not limited to:
  - Client/Member name,
  - Client/Member ID number,
  - Group number
  - RxBIN, and
  - Rx PCN

The Contractor may include other fields of information with SHHP approval. The cards will also have the Contractor's toll free phone number and logo preprinted on the cards. Information will be typed or printed on the cards. For confidentiality purposes, they must not include HIV or AIDS anywhere on the cards.
- d. Include in the Member Packet program information including but not limited to: benefit guidelines, pharmacy networks, and service provider contact information.
- e. Maintain procedures for network pharmacies to verify the eligibility of a client when there is no eligibility card available. Providers may call the Contractor's toll free line and speak to any of the Contractor's help desk staff during regular business hours or they can use the Contractor's touch tone operated automated system twenty-four (24) hours a day to verify a client's eligibility status.
- f. Remain in compliance with HIPAA's Privacy Standard for Individually Identifiable Health Information, as well as the SHHP Confidentiality Policy.

### **2.2.6 Data System and Sponsor Portal**

The Contractor shall provide and maintain a secure web-based integrated data system that is capable of receiving and managing client eligibility information to use for claims processing, monthly invoicing, reports and billing. The Contractor shall:

- a. Provide and manage a secure web-based data system to document client level data on each person for whom payment was provided on behalf of LA HAP. This information will be provided to SHHP staff in an aggregate, summarized format, with an indication of total charges, no later than the 15<sup>th</sup> of each month, following the month in which services were provided. SHHP will specify the format for the file to be created and transmitted
- b. Ensure that this secure web-based data system:
  - i. Allows for SHHP-specified client information (including but not limited to data elements related to demographics, program eligibility, benefits status, and program-specific requirements) to be added, viewed, and edited by LA HAP staff in order to facilitate timely AIDS Drug Assistance Program (ADAP) enrollment



- and re-certification;
- ii. Is customizable by the Contractor to meet SHHP's requirements;
- iii. Can be configured for limited access specified by SHHP for SHHP-approved community partner staff;
- iv. Is user-friendly and designed for efficient data entry and application processing;
- v. Implements and monitors cost containment measures (such as annual expenditure caps on client services, medication prior authorizations, etc.) should any be established by SHHP;
- vi. Provides access for LA HAP staff to view live claims adjudication;
- vii. Includes on-demand access to ad hoc reporting tools;
- viii. Will interface with the electronic data system used for enrollment data and eligibility tracking;
- ix. Allows for secure messaging between the applicant and LA HAP staff, and is accessible via a user-friendly version on all major mobile devices in addition to traditional personal computers; and
- x. Is compatible with all major internet browsers.
- c. Provide training for LA HAP staff on the use of the secure, web-based data system.
- d. Provide SHHP on-demand access to downloadable real-time client, eligibility, claims, applicant, and other service data in one of the following formats: CSV or XLSX.
- e. Provide claims level data upon request, in order to complete required reports for pharmaceutical manufacturers to achieve the collection of rebates.

#### **2.2.7 Applicant and Client Web Portal**

The Contractor shall provide and maintain a secure public-facing web portal for the submission of client applications, client re-certifications, client submission of required documentation, client access to their own LA HAP service data such as drug claims and non-drug payments (e.g. insurance premiums and non-drug cost shares) paid by LA HAP's Health Insurance Program (HIP). The Contractor shall:

- a. Provide and maintain a secure, web-based, and public-facing web portal for applicants and existing clients to submit and manage applications for LA HAP services. The portal shall act as a single point of access for the online completion, submission, tracking, determinations, and management of applications for LA HAP services.
- b. Ensure that the public-facing application portal:
  - i. Allows applicants and existing clients to self-register to create user accounts;
  - ii. Allows existing clients to update their own information including, but not restricted to, contact information, benefits details and status, releases of information, and income information;
  - iii. Allows account holders to upload required documents, including photos of required documents, insurance premium invoices, and view and print enrollment information including but not limited to LA HAP benefits card and eligibility



- history;
- iv. Allows existing clients to upload insurance premium and insurance cost-share invoices for payment by the LA HAP HIP;
- v. Allows third-parties such as case managers and medical office staff to submit existing clients' insurance premium and insurance cost-share invoices for payment by the LA HAP HIP without gaining access to the client's portal record;
- vi. Interfaces directly with the Sponsor portal used by LA HAP staff to manage client enrollment and services and will update data elements in the Sponsor portal when approved by LA HAP staff;
- vii. Includes options for opt-in secure email, text, or internal messaging options for notices of recertification requirements, application status, and secure messaging with LA HAP staff;
- viii. Is available in English and Spanish; and
- ix. Is compatible with all major internet browsers.
- c. Include an option for LA HAP to work with the Contractor to develop a section for clients to view records of their previous eligibility periods, claims data, and record of non-drug cost share and premium payments (from an outside data system).
- d. Ensure that the web portal will be an integrated component of, or will interface directly with the system utilized by LA HAP staff to manage client enrollment and services, and will update data elements when indicated by LA HAP staff.
- e. Ensure that the web portal is accessible in a user-friendly format on all major mobile devices, including but not limited to smart phones and tablet devices. The mobile user interface must allow for submission of required application documents via picture upload.

### **2.2.8 Reporting**

The Contractor shall provide all required annual, semi-annual, quarterly, and monthly reports and exchange of data. The Contractor shall:

- a. Submit required program data by the deadlines set forth in the final, approved contract.
- b. Provide the following deliverables within the specified timeframes, as required by HRSA or SHHP:

<b>Report</b>	<b>Schedule</b>	<b>Description</b>
ADAP & Insurance Enrollment Status Summary	Quarterly: due to SHHP the last day of the month following the end of calendar year quarter.	Individual and aggregate reports on client enrollment/disenrollment for each service type. Fields & format to be determined during contract negotiation.
ADAP & Insurance Program Aggregate Utilization	Monthly: due to SHHP by the 15 <sup>th</sup> of following month.	Summary report on service utilization. Fields and format to be determined during contract negotiation.
ADAP Adherence Summary	Monthly: due to SHHP with the monthly invoice	List of clients who were late or missed picking up refills. Fields & format to be determined during contract negotiation.

ADAP Data Report	Annually: Due to SHHP 45 days prior to the HRSA deadline (HRSA deadline TBD)	Client level data report using HRSA's required fields and XML format.
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- c. Capture required information for payment and analysis of program statistics, including (but not limited to) Louisiana Legislative requests, LDH data analyses, HRSA ADAP reporting requirements and data for the submission of pharmaceutical manufacturer rebate requests.
- d. Provide additional monthly and quarterly reports as requested that describe various aspects of program activity. Additional reporting requirements shall be identified as state and federal legislation is updated.
- e. Ensure network pharmacies resolve payment errors made to third party insurance and Medicare Part D PDPs within ninety (90) days.
- f. Report LA HAP client out-of-pocket payments to the CMS TrOOP facilitator by the 5<sup>th</sup> of each month, following the month in which payments were provided.
- g. Schedule, organize and conduct, at least monthly, a SHHP/Contractor conference call to discuss status of all deliverables, ongoing projects, changes to the program or pharmacy network, and other issues as identified by the Contractor or LA HAP. The Contractor shall submit a written summary of each call to SHHP within ten (10) business days of the call.
- h. SHHP may request an action plan from the Contractor regarding issues or deficiencies that are identified. Such action plans must be submitted to SHHP within ten (10) business days of the date they are requested. The Contractor must address any corrective actions identified by SHHP staff following the review of the current issues or deficiencies, and must do so within the timeframes directed by SHHP.

### **2.2.9 Monthly Payment**

The Contractor must provide monthly services, employ staff, pay claims, and perform all other required work prior to receiving payment from SHHP.

The Contractor shall:

- a. Reimburse the network pharmacies in accordance with recommended timelines in the NCPDP Guideline for prescriptions filled for eligible clients. The Contractor will then also submit an invoice for review to SHHP by the 15<sup>th</sup> of each month, following the month in which services were provided. Reimbursement to the Contractor will be made once the invoice review process is complete.
- b. Generate and transmit invoices that include all costs for claims processed.
- c. Provide by the 10<sup>th</sup> of each month, following the month in which services were provided, a data file or a complete data set that contains all of the previous month's claims in client level detail and in an electronic format that can be imported into CAREWare (or the data system selected for use by SHHP) or matched with data that already exists in CAREWare.

### **2.2.10 Client Confidentiality and Data Security**

- a. The Contractor must comply with all applicable privacy and security requirements imposed by LDH or the Division of Administration, Office of Technology Services, as well as the

requirements of HIPAA and the HITECH Act and their associated regulations. Confidential information shall include sensitive health and treatment information, as well as client personal identifiers, potentially identifying information, and any other information provided to the Contractor for which confidentiality was assured when the individual or Department provided the information.

- b. Extremely stringent standards of client confidentiality must be maintained, and the Contractor should perform, or subcontract with a qualified entity to perform, routine technological and physical risk assessments. The use of client information for commercial purposes shall be prohibited. Likewise, the Contractor shall not publish any information about program participants, even in the aggregate, without SHHP review and prior written permission.
- c. The Contractor shall provide a SOC report from a SSAE 18 and a summary of any corrective actions taken at the end of each year of the contract.

#### **2.2.11** Conflict of Interest

- a. Neither the Contractor nor any subcontractors shall have ownership or any financial interest in any pharmacies in Louisiana which will participate in the provider network created or utilized under the contract awarded through this RFP.
- b. The Contractor and any subcontractors must divulge all formal or informal relationships with pharmaceutical manufacturers. These relationships must be fully disclosed to SHHP prior to the effective date of the contract and updated as appropriate.

#### **2.2.12** Quality Assurance/Monitoring Requirements

- a. The Contractor shall produce monthly, quarterly, and annual reports to assist SHHP staff in monitoring service utilization and expenditures, and to ensure that the program is being implemented and delivered as required.
  - i. Within ninety (90) calendar days of the contract start date, the Contractor shall work collaboratively with key SHHP staff to establish a quality assurance and monitoring protocol. The Contractor will also be subject to an annual in-person site visit from a cross-disciplinary SHHP monitoring and review team.
  - ii. The Contractor shall collaborate with SHHP staff to conduct annual client and provider satisfaction surveys.
  - iii. Prior to delivering services, the Contractor must have a policy or protocol that outlines clients' "Rights and Responsibilities" and have a detailed client grievance policy in effect.

#### **2.2.13** Transition Plan

- a. The Contractor must have a task-specific and time-limited transition plan that will successfully implement Contractor responsibilities upon initiation of the contract, and transfer Contractor activities upon termination of the contract, without interrupting services to clients.

- b. All data systems, including the customized Sponsor and Client portals, should be implemented within ~~thirty (30)~~ **ninety (90)** days of start of the contract to ensure there is no interruption of client services.

## **2.3** Technical Requirements

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.

1. The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
2. The Contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
3. 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.
4. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
5. 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).
6. 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.
7. All contractor utilized computers and devices must:
  - a. Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - b. Have installed all security patches which are relevant to the applicable operating system and any other system software.
  - c. Have encryption protection enabled at the Operating System level

## **PART 3** EVALUATION

### **3.1** Evaluation Criteria and Assigned Weights

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	Maximum Score
Company Background and Experience	15

<ul style="list-style-type: none"> <li>• Corporate and Organizational Structure</li> <li>• Previous Experience</li> <li>• Administrative Data</li> </ul>	
Approach and Methodology <ul style="list-style-type: none"> <li>• Work Plan/Project Execution</li> <li>• Pharmacy Network</li> <li>• Claims Processing</li> <li>• Technical Support/Customer Service</li> <li>• Member Packets</li> <li>• Data System and Portals</li> <li>• Client Confidentiality and Data Security</li> <li>• Conflict of Interest</li> <li>• Quality Assurance and Monitoring</li> <li>• Transition Plan</li> </ul>	38
Proposed Staff Qualifications	10
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> <li>• <i>Up to 10 points available for Hudson-certified proposers;</i></li> <li>• <i>Up to 12 points available for Veteran-certified proposers;</i></li> <li>• <i>If no Veteran-certified proposers, those two points are not awarded.</i></li> </ul> <i>See Section 3.3 for details</i>	12
Cost <ul style="list-style-type: none"> <li>• Annual Fee Schedule (10)</li> <li>• Claims Table (15)</li> </ul>	25
<b>TOTAL SCORE</b>	<b>100</b>

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.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Cost Proposals, Technical Proposals 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.

### **3.2** Cost Evaluation

Costs under this RFP are scored based on fees and claim costs. An estimated yearly cost of pass-through expenses for insured co-pays is provided here for informational purposes.

In 2020, LDAP conducted a total of 115,605 pharmacy claims, which included 8,603 uninsured claims and 107,002 insured claims.

Estimated yearly pass-through costs for insured copays, coinsurance and deductibles:

YR 1 - \$11,046,237

YR 2 - \$12,592,710

YR 3 - \$14,481,617

- 3.2.1. The Proposer with the lowest total cost (Annual Fee Schedule) for all three (3) years, inclusive of Data System/Portal implementation and ongoing maintenance and customization costs, if any, (from **Attachment IVa**) shall receive ten (10) points. Other Proposers shall receive points for cost based upon the following formula:

Annual Fee Schedule (**Attachment IVa**)

$$CCS = (LPC/PC) * 10$$

**CCS** = Computed Cost Score (points) for Proposer's Annual Fee Schedule including Data System/Portal implementation and ongoing maintenance and customization costs being evaluated

**LPC** = Lowest Annual Fee Schedule Proposal Cost of all proposers

**PC** = Individual Annual Fee Schedule Proposal Cost

- 3.2.2. The Proposer with the lowest total weighted per claim cost (from Attachment IVb) for all three (3) years shall receive fifteen (15) points. Other Proposers shall receive points for cost based upon the following formula:

Claims Table (**Attachment IVb**)

$$CCS = (LPC/PC) * 15$$

**CCS** = Computed Cost Score (points) for Proposer's Claims Table being evaluated

**LPC** = Lowest Proposal Cost of all proposers

**PC** = Individual Proposal Cost

- ~~1.2.1.3~~ The assignment of the twenty-five (25) points based on the above formulas will be calculated by the STD/HIV/Hepatitis Program of the Office of Public Health.

### ~~1.3~~ **3.3** Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- 3.3.1. 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 (1) or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

- 3.3.2. Proposer Status and Allotment of Reserved Points

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

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.

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:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. 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.*

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 each other subcontractor(s).

## **PART 4 PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Reports should be submitted according to the timeframes outlined in the Scope of Work/Services section of this document. The Contractor shall provide access to documentation, records, premises and staff as deemed necessary by SHHP to monitor performance.

### **4.2 Contract Monitor**

All work performed by the Contractor will be monitored by the Louisiana Drug Assistance Program (LDAP) Coordinator, with support from other essential SHHP staff and supervision from the Treatment Access Supervisor, Services Program Manager, or designee.

Matthew Arnold, Treatment and Access Supervisor (or their designee)



### **4.3** Performance Measurement/Evaluation/Monitoring Plan

#### **4.3.1** Performance Measures/Evaluation:

Within the first sixty (60) days of the contract period, the Contractor shall work with SHHP to develop quality assurance measures based on the relevant National Monitoring Standards for Ryan White Part B Grantees, the Scope of Work/Services section of this document, and as otherwise appropriate to ensure timely, accurate payment processing. At a minimum, quarterly conference calls and bi-annual written reports are required to meet this performance standard.

#### **4.3.2** Monitoring Plan:

Within the first sixty (60) days of the contract period, the Contractor shall work with SHHP to develop a monitoring tool based on the relevant National Monitoring Standards for Ryan White Part B Grantees, the Scope of Work/Services section of this document, and as otherwise appropriate to assess the Contractor's fulfillment of the Scope of Work. At a minimum, quarterly conference calls and bi-annual written reports are required.

### **1.4 4.4** Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department 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 an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of liquidated damages, even following contract termination.
  - a. Late submission of a SHHP required report - \$100 per working day, per report, beginning the day after the stated due date.
  - b. Late submission of a HRSA required report - \$200 per working day, per report, beginning the day after the stated due date.
  - c. Failure to address client grievance within a ten (10) day period - \$100 per working day, per documented grievance, beginning on the 11<sup>th</sup> day after the submission of the grievance.
  - d. Failure to provide prescriptions for an eligible client that results in treatment interruption - \$200 per day, per incident.
  - e. Failure to address any urgent situation that results in a program participant losing comprehensive insurance coverage - \$2,000 per incident.
  - f. Failure to transmit monthly CMS data share file beginning ten (10) business days after the stated due date - \$100 per working day.
  - g. Failure to maintain all client files securely and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$200 per client file.



- a. Late submission of invoices beginning ten (10) business days after the stated due date - \$100 per working day per invoice.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - a. The duration of the violation;
  - b. Whether the violation (or one that is substantially similar) has previously occurred;
  - c. The Contractor's history of compliance;
  - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and/or
  - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

## 4.5 Veteran and Hudson Initiative Programs Reporting Requirements

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

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.

## CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer 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 ninety (90) calendar 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) calendar 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. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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. 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 terminate business activities, or take any other action 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 action. 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.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACT BETWEEN STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH

LDH CF-1  
Revised 2021 -05 10

LaGov#

Agency #

AGENCY NAME

AND

FOR

Personal Service ☐ Professional Service ☐ Consulting Services ☐ Social Services ☐ Governmental (State/Agency) ☐ Governmental (Local) ☐  
RFP NUMBER (if applicable)  Emergen ☐ Sole Source ☐

1) Contractor (Registered Legal Name) <div></div>	5) Vendor Supplier # <div></div> 5a) State LDR Account #(if applicable) <div></div>
2) Street Address <div></div>	6) Parish(es) Served <div></div>
City <div></div> State <div></div> Zip Code <div></div>	7) License or Certification # <div></div>
3) Telephone Number <div></div>	8) Subrecipient: Yes <input type="checkbox"/> No <input type="checkbox"/> Corporation: Yes <input type="checkbox"/> No <input type="checkbox"/> For Profit: Yes <input type="checkbox"/> No <input type="checkbox"/> Publicly Traded: Yes <input type="checkbox"/> No <input type="checkbox"/>
Mailing Address (if different) <div></div>	8a) CFDA#(Federal Grant#) <div></div>
City <div></div> State <div></div> Zip Code <div></div>	

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

12) Maximum Contract Amount

13) Estimated 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.

14a) **PAYMENT WILL BE MADE  
ONLY UPON APPROVAL OF:**

<b>First Name</b>		<b>Last Name</b>	
<b>Title</b>		<b>Phone Number</b>	

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

List all required Attachments

List all required ExhibitS

Types of Attachments and Exhibits

ATTACHMENTS

- Statement of work
- Fee Schedule/Budget
- Special Provisions
- Standard Provisions
- EXHIBITS Board
- Resolution/Signature of Authority
- Disclosure of Ownership
- Certificate of Authority
- Multi Year Letter
- Late Letter
- Out of State Justification Letter
- Resume
- License

**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: Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. §18116); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e, et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.

§794); Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d); the Americans with Disabilities Act of 1990 (42 U.S.C.

§12101, et seq.); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. §4212); the Fair Housing Act of 1968 (42 U.S.C. §3601, et seq.); and Federal Executive Order 11246

; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

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

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and patient/client confidentiality. Information obtained under this contract shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Rite to Auditors:** The Louisiana 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 period of five (5) years following final payment. Contractor grants to the State of Louisiana, through the Office of the Louisiana Legislative Auditor, Louisiana Department of Health, and State 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 Department policy requiring an audit of 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 term of this contract, 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 office within the Department**.

4. **Record Retention:** Contractor agrees to retain all books, records, and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 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 Contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents, and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company, or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. 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 term of this contract all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect 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 that 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 term of the contract, Contractor must notify his/her appointing authority of any existing contract with the State of Louisiana and notify the contracting office with the Department 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 the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. 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 the State, and shall be returned by Contractor to the 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 Contractor of items and services that are incidental but necessary for the performance of the work required under this contract.  
  
No subcontract shall relieve Contractor of the responsibility for the performance of contractual obligations described herein.
14. **Conflict of Interest:** Contractor acknowledges that the Code of Governmental Ethics, La. R.S. 42:1101, et seq., applies to Contractor in the performance of services under this contract. 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 La. R.S. 42:1113. Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of the contract.
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 that have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to offset and withhold said amounts from any amount due to Contractor under this contract for costs that are allowable.
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

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

If Contractor is a “subrecipient” of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR

§200.303.

- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
  - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
  - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products, and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against the Department, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in the Department's name, but at Contractor's expense and shall indemnify and hold the Department harmless 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 Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit a vendor invoice with the 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 one thousand dollars (\$1,000.00) or more. Contractor has the responsibility to submit to the Contract Monitor an inventory list of 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 the contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within thirty (30) days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify, and hold harmless the State of Louisiana and the Department 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, subcontractors, employees, officers, or clients, including, but not limited to, premises liability and any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which La. R.S. 40:1237.1, *et seq.* provides malpractice coverage to Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (La. 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 the Department.
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 or 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 this contract.



24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of La. 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 La. R.S. 39:1672.2- 1672.4.

**Other Remedies:** If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, cost and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

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 La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the Request for Proposals (RFP), if applicable; and this contract.

27. **Contractor's Cooperation:** 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, 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 to the Department any suspension or debarment by any government entity, including, but not limited to, the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

29. **Eligibility Status:** Contractor and each tier of subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving Federal funds or grants from the Federal Government. Contractor and each tier of subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement

Programs promulgated in accordance with Executive Orders 12549 and 12689, and "NonProcurement Debarment and Suspension" set forth at 2 CFR Part 376.

30. **Act 211 Taxes Clause:** In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that Contractor 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 Louisiana Department of Revenue prior to the approval of this contract by the Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that Contractor's tax payment compliance status may be verified. Contractor 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. The Department reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.

31. **Termination for Cause:** The Department may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, 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 Contractor in default and the contract shall terminate on the date specified in such notice. 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 Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the State to cure the defect.

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

33. **Confidentiality:** Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

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

- 34. Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, any contract for \$100,000 or more and for any contractor with five (5) or more employees, Contractor, and 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. The State reserves the right to terminate this contract if Contractor, or any subcontractor, engages in a boycott of Israel during the term of the contract.
- 35. Cybersecurity Training:** In accordance with La. R.S. 42: 1267 (B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.
- For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.
- 36. Code Of Ethics:** The Contractor 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.
- 37. Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- 38. No Employment Relationship:** Nothing in this contract shall be construed to create an employment or agency relationship, partnership, or joint venture between the employees, agents, or subcontractors of Contractor and the State of Louisiana.
- 39. Venue:** Venue for any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- 40. 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, Contractor, and/or any subcontractor of Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
- 41. Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an contract which resulted from an RFP, this signed contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*
- 42. Contractor must comply with the Office of Technology Services (OTS) Information Security Policy,**  
<https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.
- Contractor must report to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at [infosecteam@la.gov](mailto:infosecteam@la.gov).
  - Contractor must follow OTS Information Security Policy for Data Sanitization requirements for any equipment replaced during the contract and at the end of the contract, for all equipment which house confidential/restricted data provided by the State.
  - Contractor must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts.
  - If Contractor will have access to data originating from the Centers for Medicare and Medicaid Services (CMS), then Contractor must ensure their computer system is in compliance with CMS latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E 2.0. The CMS MARS-E 2.0 requirements include but are not limited to the below listed requirements:
    - Multi-factor authentication is a CMS requirement for all remote users, privileged accounts and non-privileged accounts. In this context, a "remote user" is referencing staff accessing the network from offsite, normally with a client virtual private network with the ability to access CMS data.
    - Perform criminal history check for all staff prior to granting access to CMS data. All employees and contractors requiring access to Patient Protection and Affordable Care Act (PL 111-148) sensitive information must meet

personnel suitability standards. These suitability standards are based on a valid need-to-know, which cannot be assumed from position or title, and favorable results from a background check. The background checks for prospective and existing employees (if not previously completed) should include, at a minimum, contacting references provided by the employee as well as the local law enforcement agency or agencies.

#### 43. HIPAA Business Associate Addendum

If Contractor is a Business Associate of the Department, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits protected health information (PHI) for or on behalf of the Department; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for the Department involving the disclosure of PHI, the following provisions will apply:

a. Definitions: As used in this addendum –

- i. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 CFR 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.
- ii. 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 CFR §160.103.
- iii. The term “security incident” has the same meaning as set forth in 45 CFR §164.304.
- iv. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 CFR §164.402.

b. 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.

c. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule, regulation (including the HIPAA Rules), or as otherwise required or permitted by this contract and addendum.

d. 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 the Department.

e. In accordance with 45 CFR §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.

f. 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 Terms of Payment on page 1 of this document. 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 the Department, 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 the Department, in which case Contractor shall reimburse the Department for all expenses that the Department is required to incur in undertaking such mitigation activities.

g. To the extent that Contractor is to carry out one or more of the Department’s obligations under 45 CFR Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).

h. Contractor shall make available such information in its possession which is required for the Department 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 the Department 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.

- i. Contractor shall make PHI available to the Department upon request in accordance with 45 CFR §164.524.
- j. Contractor shall make PHI available to the Department upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR §164.526.
- k. 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 the Department available to the Secretary of the DHHS for purposes of determining the Department's compliance with the HIPAA Rules.
- l. Contractor shall indemnify and hold the Department 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.
- m. The parties agree that the legal relationship between the Department 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 the Department and Contractor.
- n. Notwithstanding any other provision of the contract, the Department shall have the right to terminate the contract immediately if the Department determines that Contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
- o. At the termination of the contract, or upon request of the Department, whichever occurs first, Contractor shall return or destroy (at the option of the Department) 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.

***SIGNATURES TO FOLLOW ON THE NEXT PAGE***

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

CONTRACTOR

STATE OF LOUISIANA, LOUISIANA  
DEPARTMENT OF HEALTH

SIGNATURE      DATE

NAME

TITLE

SIGNATURE      DATE

NAME

TITLE

SIGNATURE                      DATE

NAME

TITLE

SIGNATURE                      DATE

NAME

TITLE

Attachment III: Electronic Vendor Payment Solution

**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 Contractors, 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 by contacting the Office of Statewide Reporting & Accounting Policy at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

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

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

## Cost Templates

Proposers shall submit a cost proposal in the following formats to be considered for award. Failure to complete the required information will result in the disqualification of the proposal.

Fees proposed will not be negotiated based on volume.

**Attachment IVa:** Cost Template– Annual Fee Schedule and Administrative Fees Breakdown

**Attachment IVb:** Cost Template– Claims Table

**Attachment IVc:** Cost Template-- Optional Services

### Cost Template – Annual Fee Schedule

Proposers shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP.

Services descriptions:

1. Data System/Portal Implementation, Maintenance, and Customization Fees - Costs associated with implementing, maintaining, and customizing data system and online portal.
2. Monthly Administrative Fees\* - Costs associated with execution of services.
3. Other (please specify)

Annual Fee Schedule			
Year One Services	Cost per Month	Estimated Transactions) per Year	Yearly Total
1. Data System/Portal Implementation, Maintenance and Customization fees	\$	12	\$
2. Monthly Administrative Fees*	\$	12	\$
3. Other Fees (Please specify)	\$		\$
Estimated Year One Fee Total:			\$
Year Two Services	Cost per Month	Estimated Transactions per Year	Yearly Total
1. Data System/Portal Implementation, Maintenance and Customization fees	\$	12	\$
2. Monthly Administrative Fees*	\$	12	\$
3. Other Fees (Please Specify)	\$		\$
Estimated Year Two Fee Total:			\$
Year Three Services	Cost per month	Estimated Transactions per Year	Yearly Total
1. Data System/Portal Implementation, Maintenance and Customization fees	\$	12	\$
2. Monthly Administrative Fees*	\$	12	\$
3. Other Fees (Please Specify)	\$		\$
Estimated Year Three Fee Total:			\$
Estimated Three (3) Year Fee Total:			\$



## Administrative Fees\* Breakdown

Proposers shall complete this chart to show the breakdown of Year 1 Administrative Fees\* proposed above to be considered for award. Proposers may add rows as necessary.

Expenditure Categories	Hourly Rate (for staff)	Total cost Year 1
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Benefits		
Travel		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other(list):		
Office Supplies (list)		
Professional Services (list)		
Other Administrative Costs (list)		

**\*Administrative Fees may include:**

- Usual and recognized overhead activities, including rent, utilities, and facility costs.
- Costs of management oversight of specific programs funded under this title, including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation; liability insurance; audits; and computer hardware/ software not directly related to patient care.

**Cost Template - Claims Table**

Proposers shall use the following template to propose per transaction and per dispensing fees for each of the items listed for each of the three (3) years. Proposers shall enter the proposed costs in the Proposed Cost column. The corresponding Multipliers (weights) will be applied to arrive at the Weighted Cost and the total for the three (3) years will be used in the cost evaluation.

Services	Proposed Cost	Multiplier	Weighted Cost (Proposed Cost x Multiplier)
<b>Third Party Claims</b>			
Dispensing fee per claim	\$	0.20	\$
Transaction fee per claim	\$	0.20	\$
<b>340B Claims</b>			
Dispensing fee per claim	\$	0.15	\$
Transaction fee per claim	\$	0.15	\$
<b>Mail Order Claims</b>			
Shipping fee per claim	\$	0.10	\$
Transaction fee per claim	\$	0.10	\$
<b>Manual / Direct Member Reimbursement Third Party Claims</b>			
Transaction fee per claim	\$	0.10	\$
<b>Total Weighted Per Claim Cost Year 1:</b>			<b>\$</b>

Services	Proposed Cost	Multiplier	Weighted Cost (Proposed Cost x Multiplier)
<b>Third Party Claims</b>			
Dispensing fee per claim	\$	0.20	\$
Transaction fee per claim	\$	0.20	\$
<b>340B Claims</b>			
Dispensing fee per claim	\$	0.15	\$
Transaction fee per claim	\$	0.15	\$
<b>Mail Order Claims</b>			
Shipping fee per claim	\$	0.10	\$
Transaction fee per claim	\$	0.10	\$
<b>Manual / Direct Member Reimbursement Third Party Claims</b>			
Transaction fee per claim	\$	0.10	\$
<b>Total Weighted Per Claim Cost Year 2:</b>			<b>\$</b>

Services	Proposed Cost	Multiplier	Weighted Cost (Proposed Cost x Multiplier)
<b>Third Party Claims</b>			
Dispensing fee per claim	\$	0.20	\$
Transaction fee per claim	\$	0.20	\$
<b>340B Claims</b>			
Dispensing fee per claim	\$	0.15	\$
Transaction fee per claim	\$	0.15	\$
<b>Mail Order Claims</b>			
Shipping fee per claim	\$	0.10	\$
Transaction fee per claim	\$	0.10	\$
<b>Manual / Direct Member Reimbursement Third Party Claims</b>			
Transaction fee per claim	\$	0.10	\$
<b>Total Weighted Per Claim Cost Year 3:</b>			<b>\$</b>

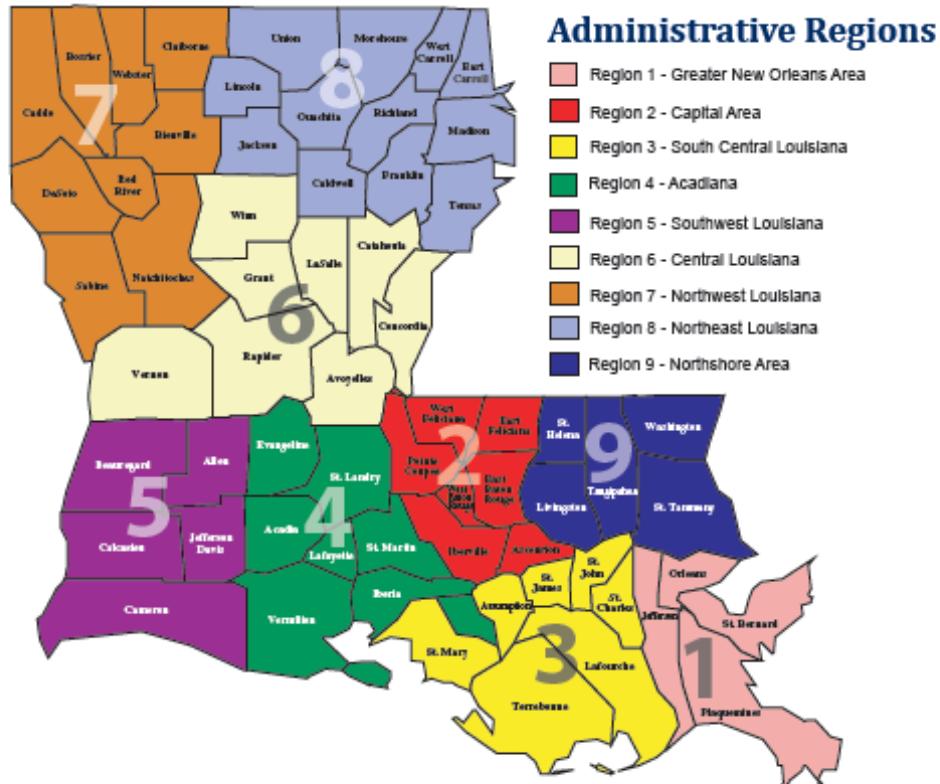
Utilization data provided by SHHP for the purpose of this RFP are estimates based on previous claims. Variation in future services, funding and utilization trends in any of the three (3) years will be based on the result of litigation regarding the Patient Protection and Affordable Care Act, the availability of federal funds, as well as guidance requirements from federal funders and should be considered in the Proposer's calculation. Fees proposed will not be negotiated based on volume.

### Cost Template – Optional Services

Proposers shall complete this chart to provide costs for optional services, as required of the RFP.  
Attachment IVc is not included in the Cost Evaluation.

<u>Optional Services</u>	<u>Proposed Cost Year 1</u>	<u>Proposed Cost Year 2</u>	<u>Proposed Cost Year 3</u>	<u>Service Description</u>
Manufacturer Rebate Administration	\$	\$	\$	
Medication Therapy Management	\$	\$	\$	
Other (please provide detailed description)	\$	\$	\$	

# Regional Map



## REGION 1 - Greater New Orleans Area

Benson Tower, 1450 Poydras St.,  
10th Floor, New Orleans, LA 70112  
**Mail to:** P.O. Box 1521  
New Orleans, LA 70004-1521  
**PHONE:** (504) 599-0806  
**FAX:** 1-866-853-7278

## REGION 4 - Acadiana

117 Production Drive  
Lafayette, LA 70508  
**Mail to:** P.O. Box 81709  
Lafayette, LA 70508-1709  
**PHONE:** (337) 262-1231  
**FAX:** (337) 262-1232

## REGION 7 - Northwest Louisiana

3020 Knight St. - Suite 100  
Shreveport, LA 71105  
**PHONE:** (318) 862-9875  
**FAX:** (318) 862-9701  
**TTD:** (318) 862-9714 or  
1-888-838-2351

## REGION 2 - Capital Area

2521 Wooddale Blvd.  
Baton Rouge, LA 70805  
**Mail to:** P.O. Box 91248  
Baton Rouge, LA 70821-9248  
**PHONE:** (225) 925-6505  
**FAX:** (225) 925-6525

## REGION 5 - Southwest Louisiana

One Lakeshore Drive, Suite 700  
Lake Charles, LA 70629  
**Mail to:** P.O. Box 3250  
Lake Charles, LA 70602-3250  
**PHONE:** (337) 491-2439  
**FAX:** (337) 491-2785

## REGION 8 - Northeast Louisiana

122 St. John St.  
State Office Building, Room 110  
Monroe, LA 71201-7384  
**PHONE:** (318) 382-3066  
**FAX:** (318) 382-3065

## REGION 3 - South Central Louisiana

1000-C Plantation Road  
Thibodaux, LA 70301  
**PHONE:** (985) 449-5163  
**FAX:** (985) 449-5030

## REGION 6 - Central Louisiana

3600 Jackson St., Dunbar Plaza, Suite 113  
Alexandria, LA 71303  
**Mail to:** P.O. Box 13316  
Alexandria, LA 71315-3316  
**PHONE:** (318) 487-5147  
**FAX:** (318) 484-2410

## REGION 9 - Northshore Area

121 Robin Hood Drive  
Hammond, LA 70403  
**PHONE:** (985) 543-4216  
**FAX:** (985) 543-4221