ORIGINAL

DHH - CF - 1
Revised: 2011-06

CONTRACT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

Bureau of Health Services Financing (BHSF)

CFMS: 708339
DHH: 057770
Agency # 305

AND

MAXIMUS Health Services, Inc

FOR

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

1) **Contractor (Legal Name if Corporation)** MAXIMUS Health Services, Inc	5) **Federal Employer Tax ID# or Social Security #** 54100058800 **(Must be 11 Digits)**
2) **Street Address** 11419 Sunset Hills Rd	6) **Parish(es) Served** ST
City Reston **State** VA **Zip Code** 20190	7) **License or Certification #**
3) **Telephone Number** 703) 251-8240	8) Contractor Status Subrecipient: ☐ Yes ☒ No Corporation: ☒ Yes ☐ No For Profit: ☒ Yes ☐ No Publicly Traded: ☒ Yes ☐ No
4) **Mailing Address (if different)** N/A	
City **State** **Zip Code**	8a) **CFDA#**(Federal Grant #)

9) **Brief Description Of Services To Be Provided:**
This contract will provide support services and further the general welfare of Louisiana Medicaid eligible citizens through choice counseling, enrollment, and disenrollment into Medicaid's Coordinated Care Network (CCN) Program and the Greater New Orleans Community Health Connection (GNOCHC) Patient Centered Medical Home (PCMH) Program, consistent with federal Medicaid and state requirements.

Deliverables include but are not limited to enrollment and re-enrollment into CCNs, proactive selection of CCNs by potential members, electronic exchange of data with Medicaid Fiscal Intermediary (FI) as well as CCNs, processing disenrollment requests, maintaining call center services for members and potential members, CCN website, and sampling provider practices to verify 24/7 access,

10) **Effective Date** 11-01-2011 | 11) **Termination Date** 10-31-2014

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

13) **Maximum Contract Amount** $11,888,545.00 FY12$3,407,809 FY13 $4,361,976 FY14 $3,171,891 FY15 $946,869

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:
The Contractor shall submit a monthly invoice no later than 15 days following the month of services for the total number of members included on the full X12 834 Member Enrollment File sent to the Medicaid Fiscal Intermediary. CCN activities and GNOCHC activities shall be shown separately. Payment will be determined by the number of members times the Per Member Per Month (PMPM) amount. For Add'l Terms of Payment, See Attachment 3. Within ten (10) days of the signing of the contract. The Contractor shall procure, submit and maintain a Performance Bond in the amount of ten (10) percent of the annual contract amount and be renewable annually.The bond will be released at the end of contract.

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	**First Name** Ruth	**Last Name** Kennedy
	Title Medicaid CCN Project Director	**Phone Number** (225) 342-3891

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

Attachment 1: HIPAA Addendum
Attachment 2: Statement of Work
Attachment 3: Additional Contract Terms and Conditions

Exhibit A: Board Resolution
Exhibit B: Multi Year Letter
Exhibit C: Out of State Justification
Exhibit D: Certificate of Authority
Exhibit E: Disclosure of Ownership
Exhibit F: Enrollment Broker RFP and all Appendices and Addendums

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.

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

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

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

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

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

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

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

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

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

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

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~~11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.~~

09/29/11 9/29/11

12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113 as amended in the 2008 Regular Session of the Louisiana Legislature.

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

15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds $20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..

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

17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds $20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.

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

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

21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

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

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

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

MAXIMUS Health Services, Inc	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
09/13/11	9/29/11
SIGNATURE DATE	SIGNATURE DATE
ADAM POLATNICK	Jerry Phillips
NAME	NAME
VICE PRESIDENT, CONTRACTS	Secretary, Department of Health and Hospital or Designee
TITLE	TITLE

	Bureau of Health Services Financing (BHSF)
	09/29/11
SIGNATURE DATE	SIGNATURE DATE
	Don Gregory
NAME	NAME
	Medicaid Director
TITLE	TITLE

APPROVED
Office of the Governor
Office of Contractual Review

OCT 19 2011

Sandra G. Gillen
DIRECTOR

Attachment 1

Rev. 12/04

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment 1 to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
   "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
   "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:
    In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
    (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
    (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
    (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Attachment 2

Statement of Work

MAXIMUS Health Services, Inc

Goal/Purpose

To provide support services and further the general welfare of Louisiana Medicaid eligible citizens through choice counseling, enrollment, and disenrollment into Medicaid's Coordinated Care Network (CCN) Program and the Greater New Orleans Community Health Connection (GNOCHC) Patient Centered Medical Home (PCMH) Program, consistent with federal Medicaid and state requirements.

Entire Contract

The Contract shall consist of:

1) the DHH CF-1 and all attachments and exhibits, including:
    a. Attachment 1 – HIPAA Addendum;
    b. Attachment 2: Statement of Work;
    c. Attachment 3: Additional Contract Terms and Conditions;
    d. Exhibit A: Board Resolution;
    e. Exhibit B: Multi Year Letter;
    f. Exhibit C: Out of State Justification;
    g. Exhibit D: Certificate of Authority;
    h. Exhibit E: Disclosure of Ownership; and
    i. Exhibit F: Enrollment Broker RFP (Issued April 29, 2011) and all issued RFP appendices and addendums;
2) All DHH responses as a result of questions or comments submitted during the Enrollment Broker RFP procurement process; and
3) The Contractor's Proposal.

In the event of any inconsistency or conflict among the document elements of this Contract, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

1) DHH CF-1 and attachments
2) DHH CF-1 Exhibit F
3) DHH Exhibits A - E
4) The proposal submitted by Maximus in response to the RFP

Deliverables

Maximus shall comply with all provisions of the Contract, and shall act in good faith in the performance of the provisions of said Contract. Maximus agrees that failure to comply with the provisions of the Contract may result in the assessment of monetary penalties, sanctions and/or termination of the Contract in whole or in part, as set forth in the Contract. Maximus shall comply with all applicable DHH manuals, policies and procedures and guides in effect throughout the duration of the Contract period. Maximus shall comply with all rules and regulations.

DHH, at its discretion, will issue correspondence to inform Maximus of changes in policies and procedures and guides which may affect the Contract. Unless otherwise specified in the Medicaid correspondence the CCN will be given sixty (60) calendar days to implement such changes.

The Contractor shall provide all deliverables required in the Contract within the timeframes specified by DHH. The Contractor shall provide deliverables included in the Contractor's Technical Proposal received in response to the RFP. With the prior written approval of DHH, the time frames included in the Contractor's Work Plan may be adjusted based on revisions to DHH's official timeframes.

The major deliverables include, but are not limited, to the following:

1. **Enrollment of Medicaid Recipients into Managed Care**

    The Contractor shall be prepared to assist all Louisiana Medicaid and CHIP mandatory and voluntary managed care enrollees in initially enrolling into a Medicaid managed care program no later than November 1, 2011.

The Contractor will inform all Medicaid and CHIP potential enrollees of managed care options available in their geographic service area (GSA). The Contractor shall ensure that, before enrolling, the potential enrollee has information he or she needs to make an informed decision. This information shall be provided in an objective, non-biased fashion that neither favors nor discriminates against any managed care provider.

The Contractor shall provide and mail an enrollment packet to all new CCN eligibles within the timeframes specified in the RFP. The enrollment packet will include a flyer or brochure, which will be provided to the Contractor by each CCN in the Geographic Service Area (GSA), a Welcome Letter, a detailed comparison sheet outlining the unique features of each CCN in the GSA, an Enrollment Form, and a business reply envelope

The Contractor shall generate a Confirmation Letter indicating the name of the CCN to which enrollees are assigned within two (2) business days of receipt of the 834 file if it includes a CCN indicator, or the date of receipt of pro-active selection, or the date of automatic assignment, whichever is applicable. During the transition of existing members to CCNs, the letter shall be mailed within five (5) business days. After the transition of existing members is complete the letter shall be mailed within two (2) business days.

The Contractor shall offer multilingual enrollment materials and materials in alternative format such as large print, and/or Braille when requested.

The Contractor shall offer multiple approaches to CCN enrollment. The Contractor must support the following methods of enrollment:

a) Enrollment by mail with inclusion of postage paid return envelope;

b) Web based enrollment;

c) Telephone enrollment via a toll-free number;

d) Face-to-face enrollment assistance, if such assistance is specifically requested by the potential enrollee or enrollee; and

e) Smart phone or tablet device capabilities (may be limited number of applications).

The Contractor shall accept eligibility files identifying CCN eligibles from the Medicaid Fiscal Intermediary and generate a mail file for mailing of the Enrollment Packet (see above) within two (2) business days of receiving the eligibility file. The Welcome Letter must clearly state the deadline to enroll. If the enrollment file contains the name of a preferred CCN, or the enrollee contacts the Contractor and chooses a CCN prior to receipt of the Enrollment File, mailing the Welcome Packet is not required.

The Contractor shall identify Enrollment Forms received from potential CCN enrollees that cannot be processed due to incomplete information or illegible information the same day forms are received or no later than the next business day, and generate a mail file for mailing of the Missing Information (MI) letter. The Contractor shall first attempt to contact the potential enrollee by phone to obtain missing information and if the Contractor is unable to reach the potential enrollee by phone, missing enrollment information shall be requested by mail.

The Contractor shall request verification of federal tribe affiliation for any member who requests to opt out from the CCN Program on the basis of Native American or Alaskan Native status.

2. Promoting Pro-active Choice of CCN

The Contractor shall implement operational procedures and provide written materials to all Medicaid and CHIP CCN enrollees that are designed to encourage potential enrollees to proactively select a CCN, rather than be automatically assigned, to achieve a pro-active choice percentage of 51% or greater.

The Contractor shall, beginning January 2012 and quarterly thereafter, survey 20% of **new** CCN eligibles who failed to choose a managed care entity to determine the reason a pro-active selection was not made and submit a report to DHH including the name of enrollee, Medicaid ID #, effective date of CCN enrollment and reason given for not pro-actively selecting a CCN.

3. **Systems**

The Contractor shall provide the systems necessary to successfully exchange files with the Medicaid Fiscal Intermediary Contractor and CCNs, including but not limited to membership files and network provider listings.

The Contractor shall provide the computer and networking equipment required to exchange data as specified by the Medicaid Fiscal Intermediary and approved by DHH.

See Section §9 of the Request for Proposals for the comprehensive list of system related deliverables.

4. **Enrollee Call Center**

The Contractor shall establish a "user friendly" toll-free telephone line for Members, Potential Members and their caregivers that is staffed at a level sufficient to answer ninety-five percent (95%) of calls received from 8:00 a.m. – 5:00 p.m. (Central Standard Time) Monday through Friday, excluding state holidays to ensure no more than a two (2) minute wait time for callers. After a two (2) minute wait, calls must be rolled over to an automatic attendant for messaging.

An automated phone system must be maintained for telephone calls received after hours with response to messages occurring the next business day.

Refer to Section §4.4.6 of Request for Proposals for additional Call Center Requirements

5. **Annual Open Enrollment**

The Contractor shall inform every CCN member in writing that they may select a different CCN no less frequently than twelve months after initial enrollment or last reenrollment in the CCN. The Contractor shall design and submit for DHH approval by April 1, 2012, a methodology for conducting required annual Open Enrollment that allows for an even flow of enrollees throughout the year.

6. **Processing Disenrollment Requests**

The Contractor shall receive and timely process requests for disenrollment of members from CCNs which may be initiated by either the CCN or the member. The Contractor shall investigate and determine if requests for member disenrollment meet the For Cause criteria as specified in the Request for Proposals. The Contractor shall develop written criteria for Disenrollment Request resolutions that do and do not require prior DHH approval and submit to DHH for approval by January 1, 2012.

7. **CCN Administrative Performance Measure Verification Calls**

The Contractor shall perform a monthly random telephone sample beginning January 2012, of 20 unduplicated PCP practices within each CCN network to determine whether the DHH 24/7 phone access requirement requiring a PCP practice clinician be available to speak with a member within 30 minutes of member's initial contact is met. The Contractor shall submit a quarterly report beginning May 2012 that details findings for the previous three (3) months and an annual summation report for each CCN beginning in January 2013.

8. **Reporting to DHH**

The Contractor shall provide timely and accurate reports to DHH in formats and timeframes as specified in the RFP. For specifics see Section § 5.1.1.3 -5.1.1.9.

9. **Complaint Tracking and Reporting**

By November, 1, 2011, the Contractor will development and implement a web-based Master Member and Provider Complaint Tracking System for the Medicaid Coordinated Care Section (MCCS) which can be utilized via secure access by DHH staff and/or and other parties designated by DHH such as the CCN Consumer Ombudsman by November 1, 2011.

The system shall maintain a record of complaints, investigation efforts, and resolution, including whether the complaint is justified and contain an indicator for who input the complaint into the system. The Contractor shall propose written criteria to DHH for what constitutes a justified complaint and a classification system for level of severity of complaints by October 1, 2011.

The Contractor shall accept member complaints, investigate complaints, determine if the complaint is justified and document complaint investigation activities for all complaints made directly to the Contractor.

The Contractor shall provider a monthly Master Complaint Tracking Report to DHH beginning December 2011 for activity in November 2011.

10. Member Related Materials

All member-related materials shall adhere to the requirements in the RFP

11. Build and Maintain CCN Enrollment Website

The Contractor shall develop, implement by November 1, 2011, and provide ongoing maintenance for the official website for the Louisiana Medicaid CCN Program. **Refer to RFP for specifics.**

PERFORMANCE MEASURES

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

1. Enrollment of Medicaid Recipients into CCNs

- Submit Draft Enrollment Packet (Welcome Letter, CCN Comparison Chart, *et.al.*)
- Submit monthly Enrollment Report
- Maintain electronic copies of all enrollment files exchanged with Medicaid Fiscal Intermediary and all contract Coordinated Care Networks

2. Promoting Pro-active Choice of CCNs

- Submit monthly report of number of CCN potential enrollees who do **not** make a pro-active choice and must be automatically assigned to a CCN
- Submit survey plan to DHH for approval, for survey of enrollees who fail to pro-actively choose a CCN
- Maintain copies of surveys
- Submit to DHH quarterly reports with survey results for enrollees who fail to pro-actively choose a CCN
- Submit written proposals for changes to written materials and protocols to increase pro-active selection percentage that are submitted by the Contractor to DHH for approval
- Submit corrective action plan if 51% pro-active choice rate is not achieved for the contract year.

3. Systems

- Maintain evidence of successful exchange of files as verified by CCN entities and Medicaid Fiscal Intermediary.

4. Enrollee Call Center

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

5. Annual Open Enrollment

- Submit written recommendation for Open Enrollment that complies with federal Medicaid requirements and allows for open enrollment in an even flow throughout the year.
- Submit draft materials to be used in open enrollment packets.

- Submit Open Enrollment statistical reports.

6. Processing Member Disenrollment Requests from CCNs and Members

- Submit report with the number of members who are automatically disenrolled from the CCN because the Contractor fails to act timely on the request for disenrollment
- Submit monthly Disenrollment Report
- Submit Disenrollment Request Forms
- Maintain documentation of reason for approval or disapproval of Disenrollment Requests

7. CCN Calls to Verify 24/7 Access to Clinician

- Submit script and draft plan for placing monthly calls to PCPs to verify availability of 24/7 access to clinician within 30 minutes.
- Submit required quarterly and annual reports of Verification Calls
- Maintain notes from calls

8. Required Reporting to DHH

- Maintain minutes from meeting with DHH to finalize report contents
- Submit draft technical reports for DHH review and approval
- Submit completed checklist of required reports
- Maintain logs of submission of all contractually required reports

9. CCN Complaint Tracking and Reporting

- Submit to DHH for approval the template for complaint tracking
- Timely submit monthly Complaint Tracking Reports, containing all required information.
- Maintain electronic records of all complaints, investigations, and resolutions

10. Member Materials

- Submit to DHH for approval all member materials
- Maintain copies of all member materials including obsolete versions
- Maintain documentation that reading level software was utilized, including indicator used and reading level of the item

11. Build and Maintain Enrollment Website

- Submit website screenshots to DHH for approval
- Maintain documentation that reading level software was utilized, including indicator used and reading level of the web page

Monitoring

The individual assigned as the DHH Contract Monitor and point of contact between the DHH and the Contractor is Ruth Kennedy or her designee.

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

Thorough review and analysis of required monthly, quarterly and annual written reports, updates to work plans, and correspondence submitted by the Contractor, and if required, review, analysis, approval and follow-up of any Corrective Action Plan required by DHH from the Contractor.

Weekly status calls between Contractor's staff and the DHH Contract Monitor and other Medicaid staff to discuss issues as warranted;

Face-to-face meetings between Contractor's staff and the DHH Contract Monitor and other Medicaid staff to discuss issues as warranted;

Solicitation of feedback on Contractor's performance from CCNs, GNOCHC PCMHs, and the Medicaid Fiscal Intermediary, with whom the Contractor interacts;

Real time monitoring telephone hotline calls;

Investigation of complaints regarding the Contractor received from Medicaid enrollees, DHH employees, CCN staff, GNOCHC staff, other DHH Contractors, and legislators;

Spot checking that complaints made directly to the Contractor to verify investigation and resolution

Using Literacy Tools software package to independently test reading level of written member materials and website

Random checks of member disenrollment requests processed by the Contractor to verify validity of decision

Periodic navigation of enrollee website and smart phone application and testing on-line enrollment feature;

Spot checking that provider listings for CCNs on enrollee website accurately reflect information reported to the Contractor by CCNs;

Unannounced as well as scheduled visits to Contractor's Baton Rouge administrative office; and "Secret shopper" calls to Enrollee Hotline.

LEFT BLANK INTENTIONALLY

Attachment 3

Maximus Health Services Inc.

Attachment 3

Contract No. 708339

Additional Contract Terms and Conditions

1. Contractor Entity. All rights, obligations, and liabilities accruing under this Contract shall be the sole responsibility of MAXIMUS Health Services, Inc. without regard to its parent company, MAXIMUS, Inc. which shall incur no obligations or liabilities hereunder. MAXIMUS, Inc. does not guarantee the services under this contract and specifically disclaims all warranties, express or implied.

2. Limitation of Liability. The Department of Health and Hospitals agrees that Contractor's total liability to the Department for any and all damages whatsoever arising out of or in any way related to this contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty, but excluding personal injury or property damage or infringement of patent or copyright, shall not, in the aggregate, exceed twenty million dollars ($20,000,0000).

3. In no event shall either party be liable to the other for special, incidental or consequential damages, including lost profits.

4. Intellectual Property Rights. Notwithstanding anything to the contrary contained elsewhere in the Contract or its attachments, any and all intellectual property or other proprietary date, regardless of form or media including, but not limited to, source code, object code, plans reports, methodologies, and work papers, (a) owned by Contractor prior to the effective date of this Contract, or (b) developed by Contractor outside of the scope and funding of this Contract, or (c) developed by Contractor in the course of performance of this contract but not as a contract deliverable and not using State or Federal funds ("Contractor Information") shall remain the exclusive property of Contractor even if such Contractor Information is embedded or otherwise incorporated into work product created under the Contract. Contractor grants a perpetual, irrevocable, non-transferable, royalty-free license to the State to use Contractor Information for purpose of this Contract to the extent required. Any and all intellectual property or other proprietary date, regardless of form developed by Contractor in the course of performance of this Contract using state or federal funds shall be the exclusive property of the State.

Exhibit A

MAXIMUS

HELPING GOVERNMENT SERVE THE PEOPLE®

BOARD OF DIRECTORS SIGNATURE AUTHORIZATION FORM

Board Resolution for State Contract Providers

State of Virginia

County of Fairfax

On the 14th day of March, 2008, the Board of Directors of MAXIMUS Health Services, Inc. adopted an Authority Matrix for Proposals and Contracts which authorized Adam Polatnick, Vice President Contracts, and his successors in office to sign a Contract or Contracts with the State of Louisiana for enrollment broker and related services and to execute said documents on behalf of the corporation, and further the Board of Directors gave him the power and authority to do all things necessary to implement, maintain, amend or review said documents.

The above resolution was passed by the unanimous written consent of the Board of Directors in accordance with the By-laws and Articles of Incorporation of MAXIMUS Health Services, Inc.

I certify that the above and foregoing constitutes the true and correct unanimous written consent of the Board of Directors of MAXIMUS Health Services, Inc.

David Francis

David R. Francis
Secretary, MAXIMUS Health Services, Inc.

Date: September 14, 2011

Exhibit B

Bobby Jindal
GOVERNOR

State of Louisiana

Department of Health and Hospitals
Bureau of Health Services Financing

Bruce D. Greenstein
SECRETARY

August 26, 2011

Ms. Sandra G. Gillen
Director
Office of Contractual Review
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

Re: Justification of Multi-Year Contract

Dear Ms. Gillen:

Please consider this justification for the Department of Health and Hospitals to enter into a multi-year contract with Maximus Health Services, Inc. for the purposes of securing choice counseling and enrollment/disenrollment services. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

Department of Health and Hospitals will be transforming Medicaid during the next year, moving away from the current fee-for-service system to a new health care delivery model that will more effectively manage Medicaid enrollees' health care through the implementation of new Medicaid managed care systems of care known as Coordinated Care Networks (CCN). Federal law 42 CFR § 438.requires that each State Medicaid managed care program provide choice counseling and enrollment/disenrollment services to continue to receive federal financial participation (FFP) for services provided under the CCN Program.

A multi-year contract will allow for continuity of service that is critical not only for the orderly and smooth transition to our new health care delivery system, but re-enrollment after implementation of the CCN Program as well, for our Medicaid recipients. As there are substantial administrative costs in the implementation for the responsibilities outlined in this contract, a multi-year contract also provides an opportunity to develop the necessary systems and spread the cost over multiple years. Based on the responses received to our proposal, there is no question an annual contract would have resulted in a much higher cost to the state.

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

Sincerely,

Ruth Kennedy
CCN Project Manager
Medicaid Coordinated Care Section

Cc: Mary Fuentes

Exhibit C

Bobby Jindal
GOVERNOR

Bruce D. Greenstein
SECRETARY

State of Louisiana

Department of Health and Hospitals
Bureau of Health Services Financing

August 26, 2011

Ms. Sandra G. Gillen
Director
Office of Contractual Review
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

Re: Justification for Out of State Contractor

Dear Ms. Gillen:

The Department of Health and Hospitals (DHH) is requesting approval to contract with Maximus Health Services, Inc. for the purposes of securing choice counseling and enrollment/disenrollment services.

Department of Health and Hospitals will be transforming Medicaid during the next year, moving away from the current fee-for-service system to a new health care delivery model that will more effectively manage Medicaid enrollees' health care through the implementation of new Medicaid managed care systems of care known as Coordinated Care Networks (CCN). Federal law 42 CFR § 438.requires that each State Medicaid managed care program provide choice counseling and enrollment/disenrollment services to continue to receive federal financial participation (FFP) for services provided under the CCN Program.

DHH is recommending award to an out-of-state contractor as there were no Louisiana-based entity that submitted a response to our Request for Proposal.

The entity that had the highest score, Maximus Health Services, Inc, has been providing choice counseling and enrollment/disenrollment services for more than twenty years and has similar contracts in a number of other states.

We appreciate your assistance in this matter and we hope that you will give this contract your favorable consideration and approval. If further information is needed, please contact me at (225) 342-0327.

Sincerely,

Ruth Kennedy
CCN Project Manager
Medicaid Coordinated Care Section

Cc: Mary Fuentes

Exhibit D

United States of America
State of Louisiana

As Secretary of State, Jay Dardenne, I do hereby Certify that

MAXIMUS, INC. OF VIRGINIA

A corporation domiciled in RESTON, VIRGINIA,

Filed charter and qualified to do business in this State on December 17, 1990,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set
My hand and caused the Seal of my Office
To be affixed at the City of Baton Rouge on.
June 4, 2008

Secretary of State
34372769F

RECEIVED
[illegible] 2008
MMS/FIMS

Certificate ID: 20080604009489

To validate this certificate, visit the following web site, go to Commercial Division, Validate Certificate, then follow the instructions displayed
www.sos.louisiana.gov

Exhibit E

Jay Dardenne Secretary of State	DISCLOSURE OF OWNERSHIP (R.S. 12:25 E, 12:205 E and 12:304 A (II))	
	Enclose $20 filing fee Make remittance payable to Secretary of State *Do Not Send Cash*	Return to: Commercial Division P. O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704 Web Site: www.sos.louisiana.gov

State of State of Virginia Parish/County of Fairfax

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

MAXIMUS Health Services, Inc.
Corporation Name

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

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

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

Name Address

Name Address

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

Name Address

Name Address

Name Address

3. Stock held for others and for whom held:

Name Address

For Whom Held Address

Name Address

For Whom Held Address

Name Address

For Whom Held Address

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #

Sworn to and subscribed before me, the undersigned Notary Public, on this date: 6/17/2011

Bruce C. Caswell
Corporation Representative

Eric J. Seve
Notary Signature

SS320 Rev 10/06

(See Instructions on back)