

**AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS
Medical Vendor Administration**

CFMS: 670519
DHH: 052356
Agency # 305

**AND
MAXIMUS, Inc.**

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation) MAXIMUS, Inc.	5) Federal Employer Tax ID# or Social Security # 54100058800 (Must be 11 Digits)			
2) Street Address 11419 Sunset Hill Road	6) Parish(es) Served ST			
<table style="width:100%; border: none;"> <tr> <td style="width:33%;">City Reston</td> <td style="width:33%;">State VA</td> <td style="width:33%;">Zip Code 20190</td> </tr> </table>	City Reston	State VA	Zip Code 20190	7) License or Certification #
City Reston	State VA	Zip Code 20190		
3) Telephone Number 781-771-0402	8) Contractor Status Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
4) Mailing Address (if different) <table style="width:100%; border: none;"> <tr> <td style="width:33%;">City</td> <td style="width:33%;">State</td> <td style="width:33%;">Zip Code</td> </tr> </table>		City	State	Zip Code
City	State	Zip Code		
8a) CFDA#(Federal Grant #)				

9) **Brief Description Of Services To Be Provided:**
 Contractor will: identify and evaluate Business and Technological needs and services of DHH's current Medicaid Management Information System (MMIS) using the Centers for Medicare and Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA) standards; develop and present recommendations for the best solutions(s) to achieve the most cost effective and administratively efficient MMIS system available to DHH/MMIS; develop and produce the Advanced Planning Document (APD) and Solicitation for Proposal (SFP) for the Design, Development and Implementation (DDI) phase; provide independent Verification and Validation (IV&V) services and assist DHH/MMIS in monitoring the process and deliverables throughout the System Development Life Cycle and CMS certification.

10) Effective Date 09-02-2008	11) Termination Date 09-01-2011
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount** \$ 4,188,860.00 FY:09: \$1,730,649 10:\$1,213,549 11: \$515,924 12: \$728,738

14) **Terms of Payment**
 Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.
 Payment to be made monthly based on the delivery and DHH approval of monthly status reports in the amount of \$30,222.22. Additional payment will be made based on DHH's acceptance of identified and approved deliverables. DHH will pay for the deliverables as identified in the DHH approved Work Plan. A preliminary Work Plan with deliverables identified is located in the Cost and Pricing Analysis of the Contractor's proposal - 5.3 Cost and Pricing Analysis. The overall cost of the three year contract will not change.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Janith	Last Name Miller
	Title Medicaid Program Manager 3	Phone Number (225) 219-4015

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

- | | |
|---|--|
| Attachment A: HIPAA Addendum
Attachment B: Special Provisions
Attachment C: Statement of Work | Exhibit 1: Board Resolution
Exhibit 2: Certificate of Authority
Exhibit 3: Statement from Contractor's Attorney related to Articles of Incorporation
Exhibit 4: Out of State Justification
Exhibit 5: Multi Year Letter
Exhibit 6: Resumes
Exhibit 7: RFP
Exhibit 8: Proposal |
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21. 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 AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

MAXIMUS, Inc.

STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND
HOSPITALS

[Signature]
SIGNATURE 8/11/2008 DATE
Frank Mirakow
NAME
Director Consulting Contract
TITLE

SIGNATURE _____ DATE _____
Alan Levine
NAME
Secretary, Department of Health and Hospitals
TITLE

[Redacted]

Medical Vendor Administration

SIGNATURE _____ DATE _____
NAME _____
TITLE _____

[Signature] 8-22-08
SIGNATURE _____ DATE _____
Jerry Phillips
NAME
Medicaid Director
TITLE

APPROVED
Office of the Governor
Office of Contractual Review

AUG 27 2008
[Signature]
DIRECTOR

APPROVED
DEPARTMENT OF
STATE CIVIL SERVICE

AUG 27 2008
[Signature]
DIRECTOR

Note: No language was altered in this section. Some items were moved to the SOW. Item #7 was added per DOA requirements.

1. The proposal submitted by MAXIMUS, Inc. in the Cost and Pricing Section submitted under separate cover included assumptions by MAXIMUS, Inc. on page 5-2; bullet 8, 9, 10 and 11 which are expressly rejected by DHH and will not be included in this contract.
2. Liquidated damages may be applied as follows once the contractor has been given a 10-day notice to correct the issue. Additional 10-day notices shall not be given for instances that have already been identified and will be considered as repeat deficiencies.
 - a. \$200 per day for failure to produce an acceptable deliverable
 - b. \$1,000 per day for not having required staff on site to complete the duties outlined in the contract.

Damages could either be drawn from the Performance Bond, paid in full by the contractor or withheld from payments. In the unlikely case that MAXIMUS should be assessed Liquidated Damages approaching the annual Bond, DHH would proceed to termination of MAXIMUS for default rather than seek additional damages.

3. DHH may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that DHH 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 which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then DHH 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 DHH to comply with the terms and conditions of this contract; provided that Contractor shall give DHH written notice specifying DHH's failure and a reasonable opportunity for DHH to cure the defect.
4. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or other materials developed exclusively in the course of this agreement shall become the property of the Department. Nothing herein shall entitle the Department to pre-existing Contractor materials. The contractor shall identify in writing, those materials which are pre-existing upon presentation to the Department.
5. Force Majeure: The Contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

6. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
7. Entire Agreement: This 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 constitute the entire agreement between the parties with respect to the subject matter.

Goal:

The contractor will serve as project management consultants to plan, design and develop the Solicitation for Proposal (SFP) for the DHH MMIS system replacement procurement for fiscal Intermediary (FI) services. The contractor will assist DHH in the evaluation of the SFP and provide project management for the implementation of the resulting procurement(s)/contract(s) award.

Deliverables:

MMIS Replacement System General Requirements:

- The IV&V Contractor must provide Independent Verification and Validation Services for the MMIS Replacement Project through development, implementation and certification. Although DHH will provide oversight for the project work, the IV&V Contractor must provide overall project management for the project tasks and deliverables.
- Deliverables as to the specific methods that will be utilized for the MMIS replacement system (ie; SFP, RFP, multiple SFP;s, etc.) will be determined after the planning stage (Phase 1). Contractor will be responsible for providing project management to all methods that may be utilized.
- Throughout the project, the IV&V Contractor must apply ongoing management techniques to ensure a comprehensive project work plan is developed, executed, monitored, reported and maintained.
- Each task is required to have an associated Task Accomplishment Plan (TAP) that identifies the approach, resources, and schedule required to successfully complete each task.

CMS Certification General Requirements

- The contractor will be responsible for the identification of and tracking the completion of all requirements necessary for CMS review and certification of the selected MMIS replacement system.

A. Phase I – Planning/Pre-Implementation

1. Task Order I-1: Needs Assessment

- i. **Subtask: I-1.1: TAP** submitted to DHH Project Manager for approval.
- ii. **Subtask: 1-1.2: MITA State Self-Assessment:** The IV&V Contractor shall review DHH's MITA assessment to ensure both current and future Medicaid related business needs have been defined and map to the MITA business process model.
- iii. **Subtask: I-1.3: Gap Analysis:** The IV&V Contractor will conduct an in-depth assessment of the current system's technical architecture and infrastructure,

capabilities and business processes. These critical first steps identify those planning activities necessary to prepare for procurement and implementation of a new MMIS. This involves establishing a common understanding of DHH's rationale for replacing its MMIS, developing a project work plan, and assessment of the current system architecture, and requirements necessary for replacing that architecture with new technology in anticipation of future business and technology needs and services. The IV&V Contractor shall begin the process of familiarization with, and planning the work to be accomplished during the planning phase of this MMIS Replacement Project. At a minimum the IV&V Contractor shall examine and gain an understanding of the following:

- MMIS Procurement and Replacement Project intent and scope of work;
 - MMIS Replacement Project plan/schedule;
 - Identify the steps necessary to complete each task, deliverable and milestones;
 - Program policy/procedures manuals;
 - Medicaid system overview;
 - HIPAA;
 - Certification of Medicaid system regulations;
 - DHH organizational structures;
 - Medicaid program statistical information such as caseloads, claims; (paper/electronic), prior authorization requests;
 - Internal/external data sources;
 - MITA;
- iv. **Subtask: I-1.4: Alternatives Consideration:** This task is an assessment of the current MMIS system processes, business processes. As a result, the IV&V Contractor shall deliver a report that shall include recommendations as to which business and/or system processes should be preserved or eliminated, the impact if they are stopped, and a recommended plan of action to be taken on each. Include rationale for all recommendations.
- v. **Subtask: I-1.5: Cost Benefit Analysis:** The IV&V Contractor shall conduct and deliver a formula determining cost/benefit and a format for that formula. The cost/benefit formula must take into account all the factors described in the recommendation (e.g., technology platforms, implementation, staffing requirements resulting from process changes, interface changes, and conversion).
- vi. **Subtask I-1.6: Solution Assessment:** The IV&V Contractor shall identify all MMIS solutions and assist DHH in selection of the best solution, or combination of solutions. The IV&V Contractor shall identify all cost/benefits and efficiencies for each proposed solution (claims backlog, and data entry efficiencies, etc.). The following identifies the solutions to consider:
- Build a custom system versus acquire and modify a system;
 - Outsourcing of MMIS, either in whole or part;
 - Transfer a system from another entity and modify to meet requirements and business processes identified;

- Partner with another state for MMIS operations;
 - Any other industry solution; and
 - Assessment for meeting CMS Certification.
- vii. **Subtask I-1.7: Transition Plan:** The IV&V Contractor must submit a transition / change management plan to DHH detailing all required functions for transition.

2. Task Order I-2: Requirements Definition

- i. **Subtask I-2.1: TAP submitted to DHH Project Manager for approval.**
- ii. **Subtask I-2.2: Organizational Structure:** The IV&V Contractor must show that the organizational structure supports all functions critical to project success.
- iii. **Subtask I-2.3: Work Flow Mapping:** The following group of requirements defines the characteristics and functionality to coordinate, manage and track work transactions through the new MMIS. This functionality includes the ability to assign, approve and track the status of transactions, assign alerts and produce reports for each defined unit area. Contractor should have a fully functional workflow management system that can be integrated with the new MMIS to control work activities.
- iv. **Subtask I-2.4: Interface Definition:** The IV&V Contractor must evaluate interface test plans and procedures and verify that such plans meet industry standards and confirm that all required functions are in place for internal and external interfaces.
- v. **Subtask I-2.5: Business Process Reengineering:** The IV&V Contractor must demonstrate the approach that was taken to develop the business requirements and to re-engineer key processes. The IV&V Contractor must also document Louisiana Medicaid's covered programs, policies, operations and expectations regarding the replacement system.
- vi. **Subtask I-2.6: HIPAA Compliance & Federal Requirements:** The IV&V Contractor shall review and monitor DHH and FI's compliance with all federal, state, and Department requirements. Any reports or documents prepared by the IV & V Contractor must be reviewed and approved by DHH prior to any releases to outside parties. The Contractor will review the MMIS controls to ensure the controls allow for provision of accurate, complete, timely, and secure information for the MMIS Section and other users of the MMIS system, and that controls are effective and will meet all state and federal program requirements.
- vii. **Subtask I-2.7: MMIS Functional Requirements:** The purpose of this step is to document the MMIS existing business processes and future requirements in preparation for a SFP for Design, Development and Implementation of a MMIS Replacement. The IV&V Contractor is required to provide a scribe to document meeting minutes. Meeting minutes are to be approved by DHH. Derived from these meetings, the IV&V Contractor shall compile the functional requirements list which shall include at a minimum, changes to existing requirements and newly defined requirements.
- viii. **Subtask I-2.8: Other Requirements (i.e. DW/DSS, RxPOS, etc.):** The Contractor will be responsible for providing requirements-based independent

integration testing services covering all application systems under test (MMIS, DW/DSS, POS and interfaces to other LA systems). Derived from these meetings, the IV&V Contractor shall compile the functional requirements list which shall include at a minimum, changes to existing requirements and newly defined requirements.

3. Task Order I-3: Procurement Support

- i. **Subtask I-3.1:** TAP submitted to DHH Project Manager for approval.
- i. **Subtask I-3.2:** Design, Development and Implementation (DDI) APD: The IV&V Contractor must develop and produce the APD needed to obtain 90/10 enhanced Federal Funding for the MMIS Replacement Project. The APD document must be approved by DHH.
- ii. **Subtask I-3.3:** DDI Solicitation for Proposal (SFP): The IV&V Contractor must develop and prepare a detailed Solicitation for Proposal (SFP) for the Design, Development and Implementation Phase for the chosen MMIS solution. This task must be completed no less than six months from negotiated signed contract and an approved SFP must be ready for issuance within six months after the start date of the contract. Development of the SFP shall require the IV&V Contractor to:
 - Prepare draft SFP for chosen MMIS solution;
 - Ensure correct format, language and content of draft SFP;
 - Submit draft SFP to DHH for review and comments;
 - Discuss suggested comments and changes with DHH;
 - Submit revisions of SFP until final is approved by DHH;
 - Prepare DHH approved final version of SFP for submission to the appropriate governing entities for approval to release;
 - Include all items required by CMS and Division of Administration for approval; and
- iii. **Subtask I-3.4:** Proposal Evaluation/Evaluation Tools (Criteria & Report): The IV&V Contractor will be required to assist DHH in the evaluation of the proposals in an advisory capacity. The IV&V Contractor will prepare a detailed evaluation tool for use in the evaluation of the Vendor proposals received for the SFP procurement. The proposal evaluation methodology shall include at a minimum, a process for establishing the proposal evaluation criteria and importance; a process for evaluating the proposals; and a tool to record proposal evaluations.
- iv. **Subtask I-3.5:** Contract Review & Negotiations: The IV&V Contractor will assist Department staff and may be required by DHH to participate in actual contract negotiation sessions with selected Fiscal Intermediary and/or chosen MMIS solution.

4. Task Order I-4: Project Management Support

- i. **Subtask I-4.1:** TAP submitted to DHH Project Manager for approval.
- ii. **Subtask I-4.2:** Evaluate FI Contractor's DDI Project Work Plan: The IV&V Contractor will assist DHH in review of the FI Contractor's DDI Project Work

Plan to verify that all key functions have been addressed to increase the likelihood for a successfully completed project.

- iii. **Subtask I-1.4.3:** Quality Assurance (QA) of FI Contractor's DDI System Development Life Cycle (SDLC) Processes: The IV&V Contractor will provide quality assurance analysis of FI Contractor's DDI SDLC processes to verify that all key functions have been addressed to increase the likelihood for a successfully completed project.
- iv. **Subtask I-1.4.4:** Establish Project Risk/Issues Tracking: The IV&V Contractor shall review the progress of the project and identify any risks, issues, or deficiencies that might affect a successful, efficiently completed project using a project tracking tool approved by DHH. The IV&V Contractor shall produce a Risk Management Plan for this task.
- v. **Subtask I.4.5:** Monitor FI Contractor's DDI Progress: The IV&V Contractor shall be responsible for monitoring the performance of the selected FI along with DHH and the requirements set forth in the MMIS procurement SFP and the selected FI's proposal. The IV&V Contractor shall monitor and evaluate the project progress and shall identify and report any deficiencies or issues needing to be resolved along with recommended solutions in the form of weekly project status reporting. The IV&V Contractor shall meet with DHH on a regular basis, as determined by mutual agreement between the MMIS Project Manager, and the IV&V Contractor. The IV&V Contractor shall continuously monitor all facets of the project including, but not limited to: work plans, implementation plans, general system design, detail system design, system testing, system interfaces, conversion, acceptance testing phase, pilot operations, and statewide implementation plan. The IV&V Contractor shall be responsible for assessing each deliverable and recommending corrective action when activities or deliverables fail to achieve the standards or timelines established in the MMIS SFP, the Fiscal Intermediary's proposal, and the FI Contract.

B. 4.1.2 Phase II – Design and Development

1. Task Order II-1: Design & Development QA

- i. **Subtask:** II-1.1: TAP submitted to DHH Project Manager for approval.
- ii. **Subtask II-1.2:** Definition of Design Milestones: The IV&V Contractor will assist DHH in defining design milestones to be met.
- iii. **Subtask II-1.3:** Quality Assurance of Design Documents and Artifacts: The IV&V Contractor shall verify system documentation is being generated and maintained and complete, accurate and meeting SFP requirements.
- iv. **Subtask II-1.4:** Preliminary Design Review: Preliminary Design Review (PDR): PDR is conducted after preliminary design efforts, but before start of detail design. This review is the first opportunity for DHH to closely observe the DDI Contractor's hardware and software design and is to include the DDI Contractor's description of all design changes made with respect to the original design disclosed in the technical proposal and to provide rationale for the changes. The IV&V Contractor will assist DHH in this review.

- v. **Subtask II-1.5: Critical Design Review:** The Critical Design Review (CDR) is a multidisciplinary product and process assessment to ensure the system under review can proceed into system fabrication, demonstration, and test, and can meet the stated performance requirements within cost (program budget), schedule (program schedule), risk, and other system constraints. Generally this review assesses the system final design as captured in product specifications for each configuration item in the system (product baseline), and ensures that each product in the product baseline has been captured in the detailed design documentation. MMIS is a complex system, where as the CDR may need to be conducted for each subsystem or configuration item. The IV&V Contractor will assist DHH in these incremental reviews which would lead up to an overall system CDR and provide recommendations to move forward or not move forward with reasoning.
- vi. **Subtask II-1.6: Monitor Change Requests:** The IV&V Contractor will implement a change request process to manage the project scope. The objective of the change request process is to ensure that:
- Requests for changes to the scope, schedule, or budget of the project are documented and approved by the DHH Executive Steering Committee.
 - Requests for change are effectively tracked and managed from initiation through resolution.
 - The impact of a proposed change is thoroughly analyzed and documented before the decision to approve or deny it is made.
 - The project adheres to the MMIS's rules governing changes to approved information technology projects. Change requests will be required whenever there is a request for a significant change to the project scope, schedule, budget, or requirements as stated in 1) the Feasibility Study Report for the Project, 2) the requirements as listed in the Project SFP, or 3) baselined versions of the project schedule. Using this policy as a guideline, the MMIS Project Manager will be responsible for determining which requested changes require a formal change request.
- vii. **Subtask II-1.7: Requirements Traceability:** The IV&V Contractor shall conduct an initial assessment of requirements and associated business processes and develop a Requirements Traceability Matrix for managing the requirements and processes throughout the project life cycle. This task will verify that design modules trace back to the requirements and vice versa.
- viii. **Subtask II-1.8: Unit Test Results:** The IV&V Contractor is required to conduct System Development in accordance with the approved System Design deliverables. The IV&V Contractor must verify and validate unit test results of all program modules and processes before they are integrated and system tested and ensure results of the unit tests are fully documented.
- ix. **Subtask II-1.9: Evaluation of Integration/System Test Environments:** Testing of the system is a critical step in the overall development of any system. In many development projects, system testing is coupled with the development tasks. The State of Louisiana is placing major emphasis on the testing of the

system prior to acceptance testing and implementation activities and for this reason has broken out testing to be conducted by the IV&V Contractor. In-depth, process-driven, and fully documented testing is required for the MMIS Replacement Project. The IV&V Contractor must certify and demonstrate, as required, the system is free from defects; functions per the approved system design; has validated requirements; and is ready for User Acceptance Testing prior to the completion of the Integration and System Testing Tasks.

- x. **Subtask II-1.10: Assessment of Data Conversion Plan:** The IV&V Contractor will conduct an initial assessment of data conversion plans, procedures and software including:
 - relevant data conversion deliverables, giving particular attention to parallel testing
 - procedures for reviewing converted data for completeness and accuracy
 - monitoring errors
 - contingency plans

C. **4.1.3 Phase III – Testing and Implementation**

1. **Task Order III-1: Independent Verification and Validation of LAMMIS**

- i. **Subtask: III-1.1:** TAP submitted to DHH Project Manager for approval.
- ii. **Subtask III-1.2: Analysis of Data Conversion Results:** The IV&V Contractor shall analyze all Data Conversion results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of Data Conversion Plan and to ensure data integrity is maintained.
- iii. **Subtask III-1.3: Analysis of Integration/System Test Results:** The IV&V Contractor shall analyze all Integration/System results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of Integration/System Test Plan.
- iv. **Subtask III-1.4: Assessment of Readiness for UAT:** The IV&V Contractor shall document and report concerns, issues and risks and recommendations as to the readiness for User Acceptance Testing. The intent of this task is to verify that the Test Plan was followed and the criteria used to test the scenarios for each deliverable has been reviewed and documented according to the processes developed.
- v. **Subtask III-1.5: Preparation of UAT Plan:** The IV&V Contractor shall prepare a User Acceptance Test (UAT) Validation Strategy to ensure that the new technology meets the current and planned business needs of Louisiana MMIS.
- vi. **Subtask III-1.6: Execution of UAT:** The IV&V Contractor shall participate in the implementation process and execution of UAT test artifacts.

D. **4.1.4 Phase IV – Post Implementation**

2. **Task Order IV-1: Preparation for CMS Certification**

- i. **Subtask: IV-1.1:** TAP submitted to DHH Project Manager for approval.
- ii. **Subtask IV-1.2: Post Implementation Review:** The IV&V Contractor shall prepare a post implementation report that provides information regarding the

benefit and success of the system and suggestions for improvement in areas that can be applied directly to the ongoing program.

- iii. **Subtask IV-1.3: CMS Certification:** The IV&V Contractor shall be knowledgeable of the new CMS Certification Protocol and propose a System Development Life Cycle (SDLC) methodology from conception through Certification. The IV&V Contractor shall provide a work plan outlining tools, information gathering processes and documentation protocols throughout the project life cycle for CMS observation visit.

E. Personnel/Staffing

1. Contractor shall supply the following personnel:
 - IV and V Project Manager with a minimum of 3 years experience in MMIS and who is a certified Project Management Professional (PMP).
 - Sr. Analyst with a minimum of 2 years of MMIS implementation experience.
 - One Full Time On Site Subject Matter Expert with a minimum of 2 years of MMIS project experience.
 - Other Subject Matter Experts as needed for project requirements.
2. Off-site commuting key staff assigned to this project are required to work a full 40 hour, Monday through Friday 8:00 – 5:00 p.m. work week except for holidays and leave agreed upon between MAXIMUS, Inc and DHH.
3. The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for this contract are: Dan Sisco (Project Manager), Tamara Nash (Senior Analyst) and Eric Zimmerman (Subject Matter Expert).
4. The IV&V Contractor shall provide a presence in Baton Rouge throughout the project, in order to provide effective research, analysis and development services.
5. Note: DHH reserves the right to approve all individuals assigned to this project and no substitution of personnel shall be made without the prior written approval of DHH. DHH agrees to reasonably review substitution requests.
6. DHH will provide work space for 6 FTE and meeting space during the contract.

F. Emergency Preparedness Plan - Contractor is required to submit an Emergency Preparedness Plan to the Bureau of Health Services Financing for review in accordance with:

National Security Presidential Directive #51 & Homeland Security Presidential Directive #20 Implementation Actions (10): COOP plans should be integrated with the emergency plans and capabilities of the state, local, territorial, tribal governments, and private sector owners and operators, as appropriate, in order to promote interoperability and to prevent redundancies and conflicting lines of authority. State government shall coordinate the integration of continuity plans with local and private sector owners and operators in order to provide for the delivery of essential services during an emergency. 44 CFR 300.1 (b) Disaster assistance plans identify tasks needed to deliver disaster assistance and to avoid, reduce, or mitigate natural hazards; make assignments to execute those tasks; reflect state authorities

for executing disaster assignments; and provide for adequate training of personnel in their disaster or mitigation assignments; and 44 CFR 206.3 (b) Encourages the development of a comprehensive disaster preparedness and assistance plan, program, capability, and organization with the state and local governments.

Performance Measures:

- Contractor will submit all required task plan and reports required for approval with each phase of the project.
- Contractor Project Manager will submit progress reports on a regular basis regarding the overall status of the project.
- Contractor will be responsible to provide official minutes of all scheduled meetings related to the IV&V meetings and activities.

Monitoring:

1. DHH will review MAXIMUS deliverables and will make all reasonable efforts to respond in one consolidated document. However, DHH reserves the right to provide follow-up comments when deemed necessary. No assumptions shall be made related to approval of deliverables. DHH will provide written approval/denial for each deliverable.
2. The DHH Project Manager will be working directly on the project to oversee the work of the contractor.
3. The DHH Project Manager will have regularly scheduled meetings to discuss progress and accomplishment of objectives with DHH staff personnel and contractor personnel.

Payment Schedule

Monthly payment for Ongoing Project Management and the DHH approved Monthly Project Status Report of \$30,222.22 per month.

DHH will pay for the deliverables as identified in the DHH approved Work Plan. A preliminary Work Plan with deliverables identified is located in the Cost and Pricing Analysis of the Contractor's Proposal – 5.3 Cost and Pricing Analysis. However the overall cost of the three year contract will not change.