



Office of State Procurement Contract Certification of Approval

This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 2000828272

Vendor: VERIDA INC

Description: Verida, Inc.

Approved By: AMY VINCENT

Approval Date: 04/30/2024 17:58:10

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

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

LaGov # 2000828272

BHSF

Bureau of Health Services Financing

Agency # 305

AND

Verida, Inc.

FOR

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

1) Contractor (Registered Legal Name)	Verida, Inc.	5) Vendor Supplier #	310048752	5a) State LDR Account # (if applicable)	1435719001
2) Street Address	843 Dallas Highway	6) Parish(es) Served	STATEWIDE <small>(List all that apply)</small>		
City	Villa Rica	State	GA	Zip Code	30180
3) Telephone Number	(678) 510-4507	7) License or Certification #	N/A		
4) Mailing Address (if different)	N/A	8) Contractor Status			
		Subrecipient:	<input checked="" 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
City	N/A	State	N/A	Zip Code	N/A
		8a) CFDA# (Federal Grant#)	N/A		

9) Brief Description Of Services To Be Provided:

The contractor shall perform for the Louisiana Department of Health (LDH), Bureau of Health Services Financing (BHSF) the daily functions of the non-emergency transportation (NEMT), non-ambulance (NEAT), Program which provides services to Medicaid beneficiaries who are eligible for fee-for-service Medicaid when those services are not the responsibility of a Medicaid managed care organization (MCO). The Contractor is responsible for receiving requests for the transportation of Medicaid beneficiaries, scheduling transportation of Medicaid beneficiaries when transportation is otherwise unavailable to them, dispatching Medicaid transportation providers to ensure that these beneficiaries are delivered to and from their appointments safely, timely, and efficiently, authorizing these transportation services for payment, and providing LDH with monthly reports evidencing that these services are being delivered successfully.

10) Effective Date 04/01/2024

11) Termination Date 03/31/2025

12) Maximum Contract Amount \$ 99,996.00

13) Estimated Amounts by Fiscal Year FY24: \$24,999.00; FY25: \$74,997.00

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 will charge \$55.00 per one-way trip in accordance with trip records submitted with each monthly invoice plus a monthly administrative fee of \$1,600.00. Payment will be made upon LDH approval of invoices and supporting documentation.

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:

First Name	Last Name
Veronica	Gonzalez
Title	Phone Number
Medicaid Program Manager	(225) 342-8664

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

List all required Attachments

Attachment A: Statement of Work
Attachment B: OIG Addendum
Attachment C: Equity, Diversity, and Inclusion Statement

List all required Exhibits

Exhibit 1: Resumes
Exhibit 2: Board Resolution
Exhibit 3: Out of State Justification

Types of Attachments and Exhibits

ATTACHMENTS

- Statement of work
- Fee Schedule/Budget
- Special Provisions
- Standard Provisions
- Diversity and Inclusion Statement
- OIG Addendum

EXHIBITS

- Board Resolution/Signature Authority
- 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. **Right to Audit:** 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:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

- 18. Amendments:** Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the Contract exceeds \$5,000, 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.

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 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 a 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>.
- a. 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.
 - b. 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.
 - c. Contractor must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts.
 - d. 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 Provisions**
- 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 these provisions -
 - 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 as required by the HIPAA Rules and by this Contract.
 - 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.
 - d. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Contract, 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.

- f. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this Contract, 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 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 provision 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 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 contract.
- 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

SIGNATURE

DATE

NAME

NAME

TITLE

TITLE

Bureau of Health Services Financing

DocuSigned by:

Steve R. Adams

4/5/2024

1D7DB3152A9F42D...

SIGNATURE

DATE

Steve R. Adams

NAME

Chief Executive Officer

TITLE

DocuSigned by:

Kimberly Sullivan

4/5/2024

6F18D2F97367420...

SIGNATURE

DATE

Kimberly Sullivan

NAME

Medicaid Executive Director

TITLE



FEE-FOR-SERVICE TRANSPORTATION BROKER

Attachment A: Statement of Work

LOUISIANA DEPARTMENT OF HEALTH
BUREAU OF HEALTH SERVICES FINANCING

Statement of Work

1. Goal/Purpose

- 1.1 The Contractor shall perform, on behalf of the Louisiana Department of Health (LDH), Bureau of Health Services Financing (BHSF), the daily functions of the non-emergency medical transportation (NEMT) program, including non-emergency ambulance transportation (NEAT), which provides services to Medicaid beneficiaries who are eligible for fee-for-service Medicaid when those services are not the responsibility of a Medicaid managed care organization (MCO).
- 1.2 NEMT is transportation provided to Medicaid beneficiaries to and/or from a Medicaid covered service when no other means of transportation is available to the beneficiary. NEAT is provided by ground or air ambulance when the beneficiary’s condition is such that use of any other method of transportation is contraindicated or would make the beneficiary susceptible to injury. NEMT and NEAT do not include transportation provided on an emergency basis, such as trips to emergency departments in life threatening situations.
- 1.3 The Contractor is responsible for receiving NEMT requests for Medicaid beneficiaries, scheduling NEMT of Medicaid beneficiaries when transportation is otherwise unavailable to them, dispatching NEMT providers to ensure that Medicaid beneficiaries are delivered to and from their medical appointments safely, timely, and efficiently, authorizing NEMT transportation services for payment, and providing LDH with monthly reports, evidencing that NEMT services are being delivered successfully.
- 1.4 The Contractor shall comply, to the satisfaction of LDH, with (1) all requirements set forth in this Contract; (2) all provisions of state and federal laws, regulations, rules, the State Plan, and waivers applicable to fee-for-service Medicaid; and (3) LDH-issued policies or manuals.

2. Deliverables

- 2.1 General Requirements

The Contractor shall:

 - 2.1.1 Maintain an adequate staffing level to discharge the Contractor's responsibilities, and provide information regarding staffing level in writing when requested by LDH.
 - 2.1.2 Maintain communication with LDH relative to specified contractual responsibilities; attend periodic meetings with LDH; and submit requests to LDH for data or information from the fiscal intermediary.
 - 2.1.3 Maintain a provider web portal that is accessible by transportation providers and designated LDH staff at no cost. The web portal shall provide real-time access to trip scheduling and provider, driver, and fleet management data.
 - 2.1.4 Maintain a scheduling web portal that is accessible by beneficiaries and medical providers at no cost. The web portal shall be able to accept requests for transportation and log complaints, at a minimum.
 - 2.1.5 Assume complete responsibility for the cost and timely accomplishment of all contractual responsibilities. Contractor shall provide office space, furniture, equipment, supplies, and staff.
 - 2.1.6 Cooperate fully with any other contractors, consultants, or other parties that may be engaged by LDH.
 - 2.1.7 Produce timely and accurate reports, statistics, and data in a format specified by LDH.
 - 2.1.8 Participate in state fair hearings requested by Medicaid beneficiaries when issues involve the Contractor, as directed by LDH. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Louisiana Division of Administrative Law.

- 2.1.9 Attend and prepare documentation for state fair hearings, appeals, and related meetings, at no additional cost to LDH.
- 2.1.10 Implement new methodologies, policies, or procedures associated with prior authorization or the provision of NEMT services, as directed by LDH. Relevant changes shall be discussed with the Contractor prior to implementation, allowing sufficient lead time (minimum of thirty (30) calendar days for any necessary process changes. If system changes are required, ninety (90) calendar days' notice will be provided.
- 2.1.11 Perform all duties and/or responsibilities provided for in this Contract.
- 2.2 Programmatic Requirements
- 2.2.1 Verification of Eligibility
- 2.2.1.1 The Contractor shall receive all incoming calls requesting NEMT services. The Contractor shall not schedule trips requested by for-profit providers and non-profit providers on behalf of Medicaid beneficiaries.
- 2.2.1.2 The Contractor is responsible for provider payment for any trips scheduled by the Contractor for ineligible persons. The Contractor shall verify the beneficiary's eligibility regardless of who initiates the request for transportation. The Contractor shall verify eligibility by accessing LDH's electronic eligibility verification systems (eMEVs). The Contractor shall proceed with scheduling if eMEVs indicates that the beneficiary is enrolled in fee-for-service and does not belong to one of the categories listed below. Beneficiaries in the following categories are not eligible for NEMT services:
- Qualified Medicaid Beneficiary (QMB);
 - Specified Low-Income Medicare Beneficiary (SLMB);
 - Long Term Care (LTC), except a bedbound beneficiary would qualify for NEAT;
 - Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID); and
 - Take Charge Plus, except to family planning services.
- 2.2.1.3 LDH shall not reimburse the Contractor for NEMT provided for any individual who is not enrolled in fee-for-service Medicaid, or for whom a Medicaid MCO is responsible for such services, for the date of service.
- 2.2.1.4 The Contractor shall issue a unique trip ID number for each leg of a trip to verify that the transportation provider was approved to provide the service. The provider must submit this number on its claim in order to be reimbursed.
- 2.2.1.5 Under the Spend Down Medically Needy Program, beneficiaries are certified for Medicaid services for a maximum of three months. The Contractor shall verify the beneficiary's spend down status by checking the application date and the closure date on the MMIS file or, if necessary, by calling LDH. The date of certification and the re-determination date will be three months apart, or less than three months. If the date of the request for transportation falls within the period of eligibility, the beneficiary is eligible for NEMT services.
- 2.2.1.6 If the Contractor schedules NEAT services for a beneficiary, the Contractor shall verify, prior to scheduling, beneficiary eligibility and that the originating or destination address belongs to a medical facility and obtain a completed Certification of Ambulance Transportation (CAT) form that

confirms the transport is medically necessary and describes the medical condition that necessitates ambulance services.

2.2.2 Determination of Appropriateness of Request

2.2.2.1 The Contractor shall develop and maintain procedures to receive and schedule all requests for NEMT and NEAT services in accordance with the policies established in the Medicaid Services Manual.

2.2.2.2 The Contractor shall authorize the least costly means of transportation available to the nearest available qualified provider for routine or specialty care.

2.2.2.2.1 The Contractor shall approve transportation for the least costly means available to and/or from a qualified healthcare provider of routine or specialty care within the beneficiary's transportation service area. The transportation service area is defined as the area that complies with geographic access standards established and provided by LDH.

2.2.2.3 When free transportation is not available to the beneficiary, payment shall be authorized for the least costly means of transportation available from the following options:

- City or parish public transportation
- Gas Reimbursement providers
- Non-profit transportation providers
- For-profit transportation providers
- Intrastate public conveyance (bus, train, aircraft)

2.2.2.4 The Contractor shall determine whether the request is for NEAT service.

2.2.2.5 The Contractor shall determine whether the purpose of the request is to transport a Medicaid beneficiary to a medical service that is covered by Medicaid. If the destination is to a non-covered medical service, the Contractor shall deny the request. A list of Medicaid covered services may be found on the [LDH website](#).

2.2.2.6 The Contractor is responsible for provider payment for any trips that are not to or from a medical facility. Prior to scheduling, the Contractor shall verify that the originating or destination address belongs to a medical facility.

2.2.2.7 The Contractor shall advise beneficiaries of the necessity for calling at least two (2) business days in advance of a scheduled medical service to request transportation. The Contractor must attempt to schedule the trip with less than two (2) business days' notice.

2.2.2.8 The Contractor shall pick up beneficiaries no later than three hours after notification by an inpatient facility of a scheduled discharge or two hours after the scheduled discharge time, whichever is later. The Contractor shall make every effort to schedule urgent transportation requests and may not deny a request based solely on the appointment being scheduled less than forty-eight (48) hours in advance. Urgent transportation refers to a request for transportation made by a healthcare provider for a medical service which does not warrant emergency transport but cannot be postponed. Urgent transportation shall include chemotherapy, radiation, dialysis, OTP, or other necessary medical care that cannot be rescheduled to a later time. An urgent transportation request may occur concurrently with a standing order.

2.2.3 Other Available Means of Transportation

- 2.2.3.1 The Contractor shall interview the beneficiary to determine whether other sources of transportation are available at no cost to the beneficiary (such as friends, family members, neighbors, private insurance, community resources, Medicaid providers, etc.).
- 2.2.3.2 The Contractor shall attempt to determine how the beneficiary is normally transported to non-medical services and retail stores. The Contractor shall evaluate the information and determine whether the beneficiary has made reasonable efforts to arrange for free transportation.
- 2.2.3.3 If the beneficiary refuses to respond to the Contractor's inquiries, or if the Contractor determines that the beneficiary has not attempted to arrange for free transportation, the Contractor shall deny the request and advise the beneficiary of the need to exhaust other means of transportation before requesting NEMT.
- 2.2.3.4 If the Contractor determines that the beneficiary has made reasonable efforts to arrange for free transportation, the Contractor shall approve the request and schedule the trip.
- 2.2.3.5 The Contractor shall contact LDH if it determines that air travel is required, as commercial air travel requires prior authorization.
- 2.2.3.6 The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services.

2.2.4 Attendants and Other Passengers

- 2.2.4.1 The Contractor shall determine, by asking the beneficiary or other person calling to schedule transportation, whether the beneficiary will be accompanied by a child (or children) and whether an attendant is needed, and inform the transportation provider. The Contractor shall inform the transportation provider that: (1) Medicaid will not pay for the transportation of persons accompanying the beneficiary; and (2) the provider may not charge the beneficiary or anyone else for transporting persons accompanying the beneficiary. The provider may refuse to accept an assigned trip in accordance with the provider agreement requirements, or may refuse to transport more than one attendant per beneficiary.
- 2.2.4.2 An attendant is required for beneficiaries under the age of seventeen (17). In some cases, such as when a beneficiary is not ambulatory or mentally competent, the transportation provider may require an attendant for an adult passenger.
 - 2.2.4.2.1 An attendant must be a parent, legal guardian, or responsible person designated by the parent/legal guardian and be able to authorize medical treatment and care for the beneficiary.
 - 2.2.4.2.2 An attendant may not be under the age of seventeen (17), be a Medicaid provider or employee of a Medicaid provider that is providing services to the beneficiary being transported, except for employees of a mental health facility in the event a beneficiary has been identified as being a danger to themselves or others or at risk for elopement, or be a transportation provider or an employee of a transportation provider.

2.2.5 Necessity for Wheelchair

- 2.2.5.1 The Contractor shall determine whether the beneficiary requires a wheelchair accessible vehicle. Wheelchair accessible vehicles shall be authorized only for beneficiaries who are non-ambulatory.

2.2.6 Routine Medical Treatment Scheduled Regularly (Standing Orders)

- 2.2.6.1 NEMT/NEAT to regular, predictable, and continuing medical services shall be authorized based on a treatment plan submitted by health care provider, or prior authorization received from the fiscal intermediary, if applicable. Examples of routine medical treatment received on a regular basis are hemodialysis, radiation therapy, chemotherapy, rehabilitation therapy, outpatient therapy, physical therapy, speech therapy, mental health rehabilitation therapy, Opioid Treatment Program (OTP), and others as determined by LDH.
- 2.2.6.2 These standing order trips shall be paid on a per leg basis and are assigned on the basis of the least costly means available.
- 2.2.6.3 The Contractor shall review all standing orders at least once per calendar month to ensure the agreement with the assigned transportation provider is the most cost-effective option available.

2.2.7 Transport of Beneficiaries in Long Term Care Facilities

- 2.2.7.1 Approval for transportation from a long term care facility is covered only when the beneficiary is moving to a facility for a higher level of care, or is transferring to a facility closer to the beneficiary's residence where beds were not originally available.
- 2.2.7.2 It is the responsibility of the nursing facility to transport the beneficiary to routine medical services.
- 2.2.7.3 All non-emergency, non-ambulance transportation services are the financial responsibility of the nursing facility. NEAT services provided to a nursing facility beneficiary must include a completed Certificate of Ambulance Transportation (CAT) form to be eligible for reimbursement by Louisiana Medicaid; otherwise, the nursing facility shall be responsible for reimbursement of such services.

2.2.8 Fixed Route Bus Service

- 2.2.8.1 The Contractor shall determine whether the beneficiary shall be offered a fixed route bus service. Bus service is offered if a beneficiary resides within a quarter mile walking distance of a bus stop, and the medical provider (destination) is within a quarter mile walking distance of a bus stop

2.2.9 Assignment of Trips

- 2.2.9.1 The Contractor shall document whether the NEMT provider accepts or declines the assigned trips.
- 2.2.9.2 The Contractor and NEMT provider shall mutually agree upon a method of communicating trip assignments; if an NEMT provider declines the trip, the Contractor shall immediately schedule the trip with another NEMT provider (on a least costly basis), cancel the trip with the original NEMT provider, and notify the beneficiary.
- 2.2.9.3 If a transportation provider fails to pick up a beneficiary for a scheduled trip, the Contractor shall cancel the authorization for the trip in accordance with NEMT policy.
- 2.2.9.4 The Contractor may neither schedule nor make changes to a beneficiary's scheduled medical appointment without the beneficiary's knowledge and consent. A transportation provider may neither schedule nor make changes to a beneficiary's scheduled medical appointments.
- 2.2.9.5 The Contractor shall monitor trips assigned to NEMT providers to ensure they are not over-booked.

- 2.2.9.5.1 Prior to scheduling out-of-state transportation, the Contractor shall confirm and document that the out-of-state medical care has been prior authorized, as all out-of-state non-emergency medical care must be prior authorized.
- 2.2.9.5.2 The Contractor must have an established process for coordinating medically necessary long distance travel for members who require covered Medicaid state plan services out of state. This may include air travel, lodging, and reimbursement for meals, as supported by medical necessity.
- 2.2.9.5.3 Coverage and reimbursement for meals and lodging for both the member and one attendant, shall be included when treatment requires more than twelve (12) hours of total travel. "Total travel" includes the duration of the health care appointment and travel to and from that appointment.
- 2.2.9.5.4 Contractor must allow for meals and lodging, for each trip that are not otherwise covered in the inpatient per diem, primary insurance, or other payer source.
- 2.2.9.5.5 If the Contractor denies meals and lodging services to a member who requests these services, the member must receive a written notice of denial explaining the reason for denial and the member's right to an appeal.

2.2.10 Beneficiary Education Plan

- 2.2.10.1 The Contractor shall develop and implement a plan for informing and educating beneficiaries about the NEMT program. Contractor shall also provide written materials and verbal presentations to adequately educate beneficiaries and NEMT providers.
- 2.2.10.2 The education plan shall emphasize the availability of NEMT Services, eligibility for these services, Standing Orders medical documentation of need, and how to request and use NEMT Services. All written materials developed by the Contractor shall require LDH prior approval. LDH will provide the Contractor with a list of the beneficiaries designated to receive the Beneficiary Education Plan.

2.2.11 Complaints

- 2.2.11.1 The Contractor shall investigate all incoming complaints from beneficiaries and providers within ten (10) calendar days of receipt. The Contractor shall obtain factual information about the complaint from appropriate sources (the beneficiary, the NEMT provider, the medical provider, etc.) and, depending on the severity of the complaint, attempt to resolve the complaint by altering the schedule or by other means. If the complaint is beyond the control of the Contractor, the Contractor shall forward the complaint, all factual information obtained, and any findings to LDH further investigation. Contractor's responsibilities include:
 - 2.2.11.1.1 Establishment and maintenance of procedures for handling complaints regarding scheduling of NEMT and NEAT services.
 - 2.2.11.1.2 Investigation and maintenance of written documentation of all complaints and findings, to be made available to LDH or its designee for review, subject to audit by LDH, CMS, Office of the Inspector General, and any others, as deemed necessary by LDH. Procedures shall include but not be limited to:
 - o Written response to any complaint received by the Contractor, within ten (10) calendar days of receipt.

- Written response to any complaint classified as "urgent" by LDH, within five (5) calendar days of receipt. An urgent complaint is non-life threatening and can be answered within a specified time frame.
- Written response to any complaint classified as "emergency" by LDH, within twenty-four (24) hours of receipt. An emergency complaint is life threatening and may require additional assistance from LDH administration.

2.2.11.2 The Contractor shall establish and maintain corrective action plans addressing findings resulting from complaints, LDH monitoring activities, federal reviews, or other reviews conducted during the term of the Contract. The Contractor shall implement corrective action plans in accordance with time frames established by LDH and/or CMS. In no instance shall the Contractor be given less than ten (10) calendar days to initiate corrective action.

2.2.12 Surveys of Beneficiaries

2.2.12.1 The Contractor shall comply with a request from LDH to conduct periodic surveys of beneficiaries and medical providers to determine their perception of the quality of the services and to monitor beneficiary and provider abuse of the NEMT Program. If required by LDH:

2.2.12.1.1 The Contractor shall conduct periodic surveys of beneficiaries for whom NEMT services were authorized. LDH, at its discretion, may specify the distribution and size of the sample.

2.2.12.1.2 Surveys shall be performed by the Contractor either on a cold call basis or during the actual scheduling of NEMT services for a beneficiary who is known to the Contractor as a regular requestor of services.

2.2.12.1.3 Surveys shall address the following:

- Confirmation of scheduled trip
- Courtesy of driver
- Driver assistance, when required
- Overall behavior of driver
- Safe operation of vehicle by driver
- Condition, comfort, and convenience of vehicle
- Punctuality of service

2.2.13 Records/Reporting

2.2.13.1 The Contractor shall maintain a daily log of all calls received and trips scheduled. The log shall be in a computerized format and shall be available both electronically and in hard copy. A sample of the log must be submitted to LDH for review and approval within thirty (30) calendar days after the date the Contractor executes this Contract.

2.2.13.2 In order to receive reimbursement for services provided during each operating month, the Contractor shall submit to LDH a summary report by the tenth (10th) calendar day of the following month. Monthly summary reports shall be generated from the Contractor's database in a format specified by LDH.

2.2.13.3 The Contractor shall back up the information to its server nightly. The Contractor shall back-up information to another computer in synced format. The Contractor's data back-up policy and procedures shall include, but not be limited to:

2.2.13.3.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;

2.2.13.3.2 Documented back-up procedures;

2.2.13.3.3 The location of data that has been backed up (off-site and on-site, as applicable);

2.2.13.3.4 Identification and description of what is being backed up as part of the back-up plan;

2.2.13.3.5 Any change in back-up procedures in relation to the Contractor's technology changes; and

2.2.13.3.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.

2.2.13.4 Monthly summary reports shall include, but not be limited to:

2.2.13.4.1 Number of calls received requesting transportation;

2.2.13.4.2 Number of trips scheduled, by parish of origin;

2.2.13.4.3 Number of trips denied, by parish of origin;

2.2.13.4.4 Number of trips assigned to each provider, by parish of origin;

2.2.13.4.5 Number of authorized bus tickets, by parish of origin;

2.2.13.4.6 Number of pending applicants who received transportation services but were subsequently declared ineligible for Medicaid, by parish of origin;

2.2.13.4.7 Number of beneficiary "no shows" (of which Contractor is aware) within standards for pick-up time, by parish of origin; and

2.2.13.4.8 Number, nature, and disposition of all complaints filed, by parish of origin.

2.2.13.5 Failure to provide these reports within the specified time frames may result in the assessment of liquidated damages.

2.3 Operations Requirements

2.3.1 Call Center

2.3.1.1 The Contractor shall maintain a call center that is physically located in Louisiana. The Contractor may not subcontract this function.

2.3.1.2 The Contractor shall accept requests for NEMT and NEAT services received through the Contractor's call center, website, and any other intake mechanism made available by the Contractor.

2.3.1.3 The Contractor's call center shall be available for scheduling, at a minimum, from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excluding State designated holidays.

2.3.1.4 The Contractor's call center shall also be accessible twenty-four (24) hours per calendar day for unscheduled trips which occur on short notice after-

hours and on weekends and holidays. (Example: beneficiary released without notice from a hospital or a beneficiary that goes to an emergency room in a non-emergent situation and must be transported to an alternative provider). The Contractor may arrange for weekend/holiday coverage through a designated toll-free telephone number for weekends/holidays, a beeper/pager, or other means. LDH has arranged for access to eligibility information via eMEVS.

- 2.3.1.5 The Contractor shall ensure telephone coverage that is capable of handling one thousand (1,000) to two thousand (2,000) calls received on a monthly basis for minimum number of telephone lines required for the state, in a roll-over format, toll free for incoming long distance calls. The Contractor shall record calls and provide remote access to LDH for auditing purposes. The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services.
- 2.3.1.6 The Contractor shall make interpretation services, including real-time oral interpretation and the use of auxiliary aids such as TTY/TDD, available free of charge to beneficiaries. This applies to all non-English languages.
- 2.3.1.7 LDH reserves the right to require additional resources if performance standards are not met or it is determined that the call center is not sufficiently meeting beneficiary and transportation provider needs as determined by LDH.
- 2.3.1.8 The Contractor shall log and record all calls and provide logs and recordings to LDH upon request. The Contractor shall submit to LDH call center reports according to the format and timeline prescribed by LDH.
- 2.3.1.9 The Contractor shall develop and maintain call center policies, procedures, and scripts and monitor the accuracy of responses and call etiquette.
- 2.3.1.10 The Contractor shall provide general assistance and information to Beneficiaries seeking to understand how to access transportation to medical care.

2.3.2 Information System

- 2.3.2.1 The Contractor's computer system shall be capable of performing the following functions for daily operations and for LDH audit and billing purposes:
 - 2.3.2.1.1 Recording of beneficiary's trip information;
 - 2.3.2.1.2 Storage of data in a designated database format;
 - 2.3.2.1.3 Daily back-up of database;
 - 2.3.2.1.4 Electronic transmission of authorization data to the fiscal intermediary in format specified by LDH;
 - 2.3.2.1.5 Electronic transmission of authorizations to selected providers or their designed third party billing vendor; and
 - 2.3.2.1.6 Extraction of data by beneficiary ID number for creation of history file of approvals for (at minimum) the required record retention period.
- 2.3.2.2 The Contractor shall be responsible for all programming functions and costs associated with the maintenance of the database as well as costs associated with transmission of authorizations to the fiscal intermediary and to NEMT providers.

- 2.3.2.3 The Contractor shall submit to each NEMT provider, or their designated third party billing vendor, in a timely manner and on a daily basis a list of authorized trips assigned to the provider, with complete trip information.

2.3.3 Administrative Office Requirements

- 2.3.3.1 The Contractor must have an office located within the State of Louisiana.
- 2.3.3.2 The Contractor's office shall maintain, at a minimum, business hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding State designated holidays.
- 2.3.3.3 The Contractor shall have the capacity to send and receive facsimiles at the central business office at all times during business hours.
- 2.3.3.4 The purpose is for the Contractor to have a physical presence within the state for conducting business with Medicaid beneficiaries, NEMT providers, and LDH NEMT program staff. This will also enable the Contractor to:
 - 2.3.3.4.1 Participate in state fair hearings requested by beneficiaries when issues involve the Contractor, as determined by LDH. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Louisiana Division of Administrative Law.
 - 2.3.3.4.2 Attend and prepare documentation for fair hearings, appeals, and related meetings, at no cost to LDH.
 - 2.3.3.4.3 Agree to make its employees available as witnesses, without charge, for the Louisiana Attorney General's Medicaid Fraud Control Unit, and to LDH.
 - 2.3.3.4.4 Provide documentation for all enforcement proceedings and hearings.

2.3.4 Encounter Data

The Contractor shall submit complete and accurate encounter data as follows:

- 2.3.4.1 Submit encounter data weekly for all dates of service during the term of this Contract.
- 2.3.4.2 Utilize an LDH and HIPAA v5010 compliant 837 format using a state-provided unique submitter identification number ("Submitter ID"). Support updates to the HIPAA standard transaction sets when disseminated by CMS and approved by LDH.
- 2.3.4.3 Submit encounters electronically in the standard HIPAA v5010 transaction formats, specifically the ANSI X12N 837 provider-to-payer-to-payer COB Transaction format. Compliance with all applicable HIPAA, federal, and state mandates, both current and future, is required.
- 2.3.4.4 Have the capability to convert all information that enters its claims system via hard copy paper claims to electronic encounter data for submission in the appropriate HIPAA compliant format.
- 2.3.4.5 Submit to the fiscal intermediary (FI) at least ninety-five percent (95%) of encounters processed within sixty (60) calendar days of receipt of the claims by Contractor. The FI processes encounters on a weekly basis.
- 2.3.4.6 Submit paid, denied, adjusted, and voided claims as encounters to the FI. LDH will establish the appropriate identifiers to indicate these claims as encounters, and information will be provided in the Systems Companion Guide.

- 2.3.4.7 Ensure that encounter files contain settled claims, adjustments, denials, or voids, including, but not limited to, adjustments necessitated by payment errors, processed during that payment cycle.
- 2.3.4.8 Resolve denied encounters when appropriate. LDH has authorized their FI to edit encounters using a common set of edit criteria that might cause denials. Encounter denial codes shall be deemed “repairable” or “non-repairable”. An example of a repairable encounter is “provider invalid for date of service”. An example of a non-repairable encounter is “exact duplicate”. The Contractor is required to be familiar with the FI edit codes and dispositions for the purpose of repairing encounters denied by the FI. A list of encounter edit codes is located in the Systems Companion Guide.
- 2.3.4.9 Address any issues that prevent processing of an encounter in order to maintain integrity of processing.
- 2.3.4.10 The Contractor shall make an adjustment to encounter claims when the Contractor discovers the data is incorrect, no longer valid, or some element of the claim not identified as part of the original claim needs to be changed except as noted otherwise. If LDH or its designees discover errors or a conflict with a previously adjudicated encounter claim, the Contractor shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by LDH or, if circumstances exist that prevent the Contractor from meeting this time frame, by a specified date as approved by LDH.
- 2.3.4.11 The CEO, CFO, or their designee shall attest to the truthfulness, accuracy, and completeness of all encounter data submitted to the FI. The Contractor shall submit to LDH required encounter attestations for each submitted 837 encounter file in a format and frequency established by LDH.
- 2.3.4.12 Reconcile any invoiced data against the submitted and accepted encounter data.
- 2.3.4.13 Accept from the FI a HIPAA v5010 835 transaction file weekly that identifies Contractor encounters processed in the prior week.
- 2.3.4.14 Use the weekly 835 transaction set to resolve Contractor encounter denials in the FI’s processing system.
- 2.3.4.15 Within sixty (60) calendar days of operation, the Contractor’s system shall be ready to submit encounter data to the FI in a provider-to-payer-to-payer COB format. The Contractor must incur all costs associated with certifying HIPAA transactions readiness through a third party, EDIFICS, prior to submitting encounter data to the FI. Data elements and reporting requirements are provided in the Systems Companion Guide.
- 2.3.5 Minimum Acceptable Risk Standards for Exchanges (MARS-E) Requirements
 - 2.3.5.1 Each party to this agreement shall ensure appropriate protections of shared Personally Identifiable Information (“PII”), in accordance with 45 CFR §155.260.
 - 2.3.5.2 Each party to this agreement shall ensure that its system is operated in compliance with the latest version of the *Minimum Acceptable Risk Standards for Exchanges (MARS-E)* Document Suite, currently MARS-E version 2.0.
 - 2.3.5.2.1 Multi-factor authentication is a CMS requirement for all remote users, privileged accounts, and non-privileged accounts. In this context, “remote user” refers to staff accessing the network from offsite, normally with a client VPN (“Virtual Private Network”) with the ability to access CMS, specifically Medicaid, data.

2.3.5.2.2 A site-to-site tunnel is an extension of LDH’s network. If the Contractor utilizes a VPN site-to-site tunnel and also has remote users who access CMS data, then the Contractor is responsible for providing and enforcing multi-factor authentication. If the Contractor does not utilize a VPN site-to-site tunnel, then the Contract will be charged for dual authentication licensing and hardware tokens as necessary. Costs associated with the purchase and any replacement of lost hardware tokens will be charged to the Contractor.

2.4 Reporting Requirements

The Contractor must have:

- 2.4.1 A system in place, written policies and procedures, and internal controls documented, for establishing and maintaining current and archived provider and Contractor files that are HIPAA compliant.
- 2.4.2 A functional disaster recovery plan in place and documented for electronic and hard copy files. This plan will include a description of hardware backup if management information systems are disabled, and the process to allow for the continuation of budget allowance disbursements and would ensure the rapid return to limited operation, including at a minimum:
 - 2.4.2.1 The accuracy of software and data at return to operation.
 - 2.4.2.2 The ability to return to full capacity as soon as possible.
 - 2.4.2.3 The storage of data in multiple data centers to address fault tolerance of a single facility.
 - 2.4.2.4 The server should be designed to employ a method of redundancy for operational integrity and production.
 - 2.4.2.5 All workstations attached to the network should have sufficient processing capability to be used interchangeably and should be able to backup one another until repair or replacement can be affected on a failed workstation.
- 2.4.3 A system in place, written policies and procedures, and internal controls documented for testing and updating the disaster recovery plan for electronic and hard copy files.

2.5 Turnover Plan

- 2.5.1 The Contractor will develop a turnover plan within thirty (30) calendar days of Contract approval by the Office of State Procurement, acceptable to LDH in its sole discretion. The turnover plan and any modification or updates must be prior approved by LDH. The turnover plan must be updated at least annually. The objective of the turnover plan is to provide for an orderly and controlled transition of the Contractor’s responsibilities to a successor contractor at the end of the Contract term.

2.6 Liquidated Damages

- 2.6.1 In the event the Contractor fails to meet the performance standards specified within the Contract, liquidated damages may be assessed as outlined in the table below. For any violation not explicitly described in the table below, LDH may impose a monetary penalty of up to five hundred dollars (\$500.00) per occurrence per calendar day.

Failed Deliverable or Deficiency	Penalty
Failure to Transport	A two hundred fifty dollar (\$250.00) charge to the Contractor for each scheduled trip that an NEMT provider fails to complete.

Failed Deliverable or Deficiency	Penalty
	<p>An additional four hundred dollar (\$400.00) charge, for a total charge of six hundred fifty dollars (\$650.00), to the Contractor for each scheduled trip to a dialysis appointment that an NEMT provider fails to complete.</p> <p>An additional one hundred dollar (\$100.00) charge, for a total charge of three hundred fifty dollars (\$350.00), to the Contractor for each trip for a patient discharge that does not occur within three (3) hours of notification by an inpatient facility or two (2) hours after the scheduled discharge time, whichever is later.</p>
Call Center	<p>A two thousand five hundred dollar (\$2,500.00) charge to the Contractor for each calendar day that the Contractor fails to operate the call center in accordance with the requirements set forth in the Contract.</p> <p>A five hundred dollar (\$500.00) charge to the Contractor for each calendar day that the Contractor fails to provide LDH with remote access to call recordings.</p> <p>A two hundred fifty dollar (\$250.00) charge to the Contractor for each month in which the average hold time equals or exceeds three (3) minutes, plus an additional one hundred dollar (\$100.00) charge to the Contractor for each additional second.</p> <p>A two hundred fifty dollar (\$250.00) charge to the Contractor for each month in which the abandoned call rate equals or exceeds five percent (5%), plus an additional one hundred dollar (\$100.00) charge to the Contractor for each additional percentage point.</p>
Administrative Office	<p>A two thousand five hundred dollar (\$2,500.00) charge to the Contractor for each calendar day after the thirtieth (30th) calendar day that the Contractor has not established its administrative office in Louisiana.</p> <p>A one hundred dollar (\$100.00) charge to the Contractor for each calendar day that the administrative office is not open during regular business hours, as defined in the Contract.</p>
Information System	<p>A two hundred dollar (\$200.00) charge to the Contractor for each calendar day of noncompliance with the provisions set forth in the <i>Information System</i> section of the Contract.</p>
Complaints	<p>A five hundred dollar (\$500.00) charge to the Contractor per complaint for each business day after the response due date until the response is received.</p>
Surveys of Beneficiaries	<p>A five hundred dollar (\$500.00) charge to the Contractor for each calendar day after the due date of the survey until the survey and/or methodology is received.</p>
Record Retention and Access	<p>A five hundred dollar (\$500.00) charge to the Contractor per request for each calendar day after the first two (2) business days, for information less than six (6) years old, or three (3) business days, for information greater than six (6) years old, until the information is provided.</p> <p>A five hundred dollar (\$500.00) charge to the Contractor per request for copies of records and documentation for each calendar day after the due date until the copies are provided.</p>
Reports	<p>A five hundred dollar (\$500.00) charge to the Contractor per report for each calendar day after the report due date until a complete and accurate report is received.</p>
Turnover Plan	<p>A two hundred fifty (\$250.00) charge to the Contractor for each calendar day after the due date until a complete and accurate Turnover Plan is received.</p>

2.6.2 If assessed, the liquidated damages will be used to reduce LDH’s payments to the Contractor or if the liquidated damages exceed amounts due from LDH, the Contractor will be required to make cash payments for the amount in excess. LDH may also delay the assessment of liquidated damages if it is in the best interest of LDH to do so. LDH 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 LDH, LDH may reassert the assessment of liquidated damages, even following Contract termination.

- 2.6.3 The decision to impose liquidated damages may include consideration of some or all of the following factors:

- 2.6.3.1 The duration of the violation;
- 2.6.3.2 Whether the violation (or one that is substantially similar) has previously occurred;
- 2.6.3.3 The Contractor's history of compliance;
- 2.6.3.4 The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
- 2.6.3.5 The "good faith" exercised by the Contractor in attempting to stay in compliance.

2.7 Fraud and Abuse

- 2.7.1 The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- 2.7.2 Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.
- 2.7.3 The Contractor shall work with the LDH Program Integrity section to validate and administer fee-for-service transportation providers.
- 2.7.4 The State, including LDH, Louisiana Office of the Attorney General Medicaid Fraud Control Unit (MFCU), and the Louisiana Legislative Auditor (LLA), and the federal government, including, CMS, HHS Inspector General, and the General Accounting Office, or their designees, have the right to audit, evaluate, and inspect any records or systems that pertain to any activities performed or amounts payable under this Contract at any time.
 - 2.7.4.1 This right exists for ten (10) years from the termination of this Contract for the Contractor and any subcontractors or from the date of completion of any audit, whichever is later; provided, however that if any of the entities above determine that there is a reasonable possibility of fraud or similar risk, they may audit, evaluate, and inspect at any time.
 - 2.7.4.2 The Contractor and any subcontractors shall make their premises, facilities, equipment, records, and systems available for the purposes of any audit, evaluation, or inspection described immediately above.
- 2.7.5 The Contractor and its providers and subcontractors shall make all program and financial records and service delivery sites open to the representative or any designees of the above upon request. HHS, OIG, LDH, GAO, the State Auditor's Office, the Office of the Attorney General, and/or the designees of any of the above shall have timely and reasonable access and the right to examine and make copies, excerpts, or transcripts of all books, documents, papers, and records which are directly pertinent to a specific program for the purpose of making audits and examinations, contact and conduct private interviews with the Contractor's clients, employees, and subcontractors, and do on-site reviews of all matters relating to service delivery as specified by the Contract.

- 2.7.6 The Contractor and its providers and subcontractors shall provide originals and/or copies (at no charge) of all records and information requested. Requests for information shall be compiled in the form and the language requested.
- 2.7.7 The Contractor's employees, consultants, and its subcontractors and their employees shall cooperate fully and be available in person for interviews, grand jury proceedings, pre-trial conferences, hearings, trials, and in any other investigative or judicial processes.
- 2.8 Record Retention and Access
 - 2.8.1 All documentation and/or records maintained by the Contractor, its subcontractors, and its network providers related to transportation services, charges, operations and agreements under this Contract shall be maintained for at least ten (10) calendar years after the last good, service or supply has been provided to a beneficiary or an authorized agent of the state or federal government or any of its authorized agents unless those records are subject to review, audit, investigations or subject to an administrative or judicial action brought by or on behalf of the state or federal government. Under no circumstances shall the Contractor or any of its subcontractors or providers destroy or dispose of any such records, even after the expiration of the mandatory ten (10) year retention period, without the express prior written permission of LDH.
 - 2.8.2 The Contractor shall provide access to information in machine-readable format within two (2) business days of requests for information less than six (6) years old and within three (3) business days of requests for information greater than six (6) years old.
 - 2.8.3 The Contractor shall provide to LDH within two (2) business days upon request, at no extra charge, copies of requested records and documentation.
 - 2.8.4 If an audit or administrative, civil, or criminal investigation or prosecution is in progress or unresolved, information shall be kept in electronic form until all tasks or proceedings are completed.
 - 2.8.5 The Contractor shall retain the program documents in the Contractor's central office location.

3. Performance Measures

- 3.1 The Contractor shall submit reports electronically by the fifteenth (15th) of each month. Monthly reports include, but are not limited to:
 - 3.1.1 Call Center Quality Assurance
 - 3.1.1.1 The Contractor shall:
 - 3.1.1.1.1 Answer ninety-five percent (95%) of calls within thirty (30) seconds or direct the calls to an automatic call pickup system with Interactive Voice Response (IVR) options;
 - 3.1.1.1.2 No more than one percent (1%) of incoming calls receive a busy signal;
 - 3.1.1.1.3 Maintain an average hold time of three (3) minutes or less per call. Hold time, or wait time, for the purposes of this Contract includes: 1) the measure of time after a caller has requested a live person through the IVR system and before a customer service representative answers the call; plus 2) the measure of time when a customer service representative places a caller on hold; and
 - 3.1.1.1.4 Maintain abandoned rate of calls of not more than five percent (5%).

- 3.1.2 Trips Authorized, by Parish, by Provider
- 3.1.3 Pick Up and Delivery Performance
- 3.1.4 Denials, Cancellations, and No-Shows
- 3.1.5 Trip data for all trips performed monthly to include trip ID, beneficiary ID, provider ID, pickup and drop off addresses and rate authorized/paid.
- 3.1.6 Complaints and resolutions
- 3.2 Reports due quarterly shall be received electronically by the end of the first month to follow each quarter. Quarterly reports include but are not limited to:
 - 3.2.1 Beneficiary Satisfaction
- 3.3 Reports due annually shall be received electronically by the end of the first month to follow the end of the contract year. Annual reports include but are not limited to:
 - 3.3.1 Quality Improvement Initiatives
 - 3.3.2 Emergency Management Plan
- 3.4 Systems Performance
 - 3.4.1 Exchange all required files with the Medicaid fiscal intermediary.

4. Monitoring Plan

- 4.1 The Medicaid Transportation Program Manager 1A, or their designee, shall serve as the Contract Monitor to oversee the successful completion of deliverables as contained herein. LDH will notify the Contractor of the initial Contract Monitor and their successor, if applicable.
- 4.2 The LDH contract monitor shall:
 - 4.2.1 Be available for consultation by phone, e-mail, and face-to-face meetings to discuss priorities and provide direction;
 - 4.2.2 Meet with the Contractor on a weekly basis, if needed, by telephone to ensure that work toward the completion of deliverables is being accomplished; and
 - 4.2.3 Review and approve monthly detailed invoices.

5. Payment

- 5.1 The total amount of this contract shall not exceed \$99,996.00.
 - 5.1.1 The Contractor shall be paid the rate of \$55.00 per one-way trip.
 - 5.1.2 The Contractor shall be paid a monthly administrative fee of \$1,600.00
- 5.2 The Contractor shall submit a monthly invoice by the fifteenth (15th) calendar day of the month following the month in which services were rendered, which includes trip records and supporting documentation, including but not limited to beneficiary information, dates of service and payment, billed amount, paid amount, and claim information.
- 5.3 The Contractor shall submit final invoices to LDH within fifteen (15) calendar days after Contract termination.
- 5.4 Payments are predicated upon successful completion of services described in the Contract and will be made only after LDH approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) Calendar Days of an approved invoice.
- 5.5 The term of this Contract shall be April 1, 2024 through March 31, 2025, or until a successful award and execution of a contract is completed through the competitive Request for Proposal (RFP) process, whichever occurs first.



Fee-For-Service Transportation Broker Contract
Attachment B: OIG Addendum
Additional Requirements for OIG Compliance

The Louisiana Department of Health ("LDH") has entered into a State Agency Compliance Agreement ("Compliance Agreement") with the Office of Inspector General ("OIG") of the United States Department of Health and Human Services ("HHS") to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). The Compliance Agreement includes requirements that are applicable to LDH and to certain of its contractors and subcontractors who meet the definition of "Covered Person" as provided below, and this Addendum is attached to all LDH contracts with such "Covered Person" contractors.

1. *Definitions.* For purposes of this Addendum:

- a. "Covered Person" shall include any contractor, subcontractor, agent, or other person who furnishes patient care items or services or who performs billing or coding functions on behalf of LDH, excluding vendors whose sole connection with LDH is selling or otherwise providing medical supplies or equipment to LDH.
 - i. "Individual Covered Person" means a Covered Person who is a natural person and includes any individual who is an officer, employee, member, or partner of a Corporate Covered Person, as defined below, and who participates in the performance of any work or services under the contract.
 - ii. "Corporate Covered Person" means any Covered Person that is not an Individual Covered Person, including but not limited to a corporation, limited liability company (LLC), partnership, or other legal entity.
- b. "Ineligible Person" shall include an individual or entity who:
 - i. is currently excluded from participation in any Federal health care program; or
 - ii. has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded.
- c. "Exclusion List" means the HHS/OIG List of Excluded Individuals/Entities (LEIE) (available through the Internet at <http://www.oig.hhs.gov>).

2. *Training Requirements.* In accordance with the written Training Plan developed by LDH, Covered Persons must receive at least annual training regarding LDH's Compliance Agreement requirements and the applicable Federal health care program requirements, including the requirements of the Anti-Kickback

Statute and the Stark Law. A Corporate Covered Person shall be responsible for ensuring that all Individual Covered Persons within its organization receive the required training.

3. *Screening and Disclosure Requirements.*

- a. Before LDH enters into a contract with a prospective Covered Person, it will screen that prospective Covered Person against the Exclusion List, and a Corporate Covered Person shall be responsible for screening all Individual Covered Persons within its organization against the Exclusion List. Thereafter, LDH and all current Corporate Covered Persons shall continue to perform such screening on a monthly basis.
- b. Both during and after the contracting process, all prospective and current Covered Persons shall immediately disclose in writing to LDH as soon as they discover that that they are, or have become, an Ineligible Person. A Corporate Covered Person shall be responsible for facilitating and expediting such disclosures to LDH with regard to any Individual Covered Person within its organization who is an Ineligible Person.

4. *Removal Requirements.*

- a. If LDH receives actual notice that a Covered Person has become an Ineligible Person, it shall remove such Covered Person from responsibility for, or involvement with, LDH's business operations related to the Federal health care program(s) from which such Covered Person has been excluded and shall remove such Covered Person from any position for which the Covered Person's compensation or the items or services furnished, ordered, or prescribed by the Covered Person are paid in whole or part, directly or indirectly, by any Federal health care program(s) from which the Covered Person has been excluded at least until such time as the Covered Person is reinstated into participation in such Federal health care program(s).
- b. If LDH receives actual notice that a Covered Person is charged with a criminal offense that falls within the scope of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during the Covered Person's employment or contract term, LDH shall take all appropriate actions to ensure that the responsibilities of that Covered Person have not and shall not adversely affect the quality of care rendered to any beneficiary or the accuracy of any claims submitted to any Federal health care program.
- c. A Corporate Covered Person shall be responsible for facilitating and expediting the removal of any Individual Covered Person within its organization who is an Ineligible Person.

5. *Flowdown of Requirements.* A Covered Person shall be responsible for ensuring that any subcontractor, agent, or other person to whom it delegates the performance of any work or services under the contract shall comply with all requirements contained in this Addendum that are applicable to the subcontractor, agent, or other person as a Covered Person.



Fee-For-Service Transportation Broker Contract

Attachment C: Equity, Diversity, and Inclusion Statement

The Louisiana Department of Health (LDH) characterizes equity, diversity, and inclusion as representing the differences and similarities of all individuals while creating a work environment in which those same individuals are treated fairly and respectfully, have equal access to opportunities and resources, and can contribute fully to the work of LDH in a safe and welcoming environment.

LDH values diversity in its workplace, vendor network, customers, and communities. As a state agency, LDH believes that diversity contributes to the success of Louisiana and society. LDH values the unique contributions of individuals with wide ranging backgrounds and experiences, and believes an inclusive culture allows our employees to contribute their best. Because of this, LDH is committed to equal opportunity and fair treatment for all.

LDH prohibits discrimination on the basis of age, race, color, gender, religion, ethnicity, disability, marital or family status, national origin, sexual orientation, veteran status, genetic information, medical condition, or any other non-merit factor. LDH is fully committed to being a model for equity, diversity, inclusion, belonging, and accessibility, where all team members are treated with dignity and respect. This principle extends to all decisions relating to recruitment, hiring, contracting, training, placement, advancement, compensation, benefits, and termination. By signing this contract, contractor acknowledges the following:

- a. That LDH values diversity in the workplace and that contractor agrees to value diversity in its workplace, further;
- b. That the Contractor is subject to uphold this Equity, Diversity, and Inclusion Statement in actions related to the execution and/or fulfillment of this contract; and
- c. That subject to federal and/or state laws, the Contractor agrees not to discriminate on the basis of age, race, color, gender, religion, ethnicity, disability, marital or family status, national origin, sexual orientation, veteran status, genetic information, or medical condition, in any action related to the execution and/or fulfillment of this contract.

TAMMIE SANFORD

601-382-2377 | TAMMIEBARR@GMAIL.COM | 1055 SCR 62, MAGEE MS 39111

My objective is to remain in a position that will allow me to utilize my 18+ years' experience in non-emergency medical transportation management gained through work with transportation providers, state agencies, managed care organizations, and transportation management companies.

SKILLS & ABILITIES

I have developed tremendous skill in provider networking, issue resolution, contract related training, and rate negotiations. From mid-2014 to mid-2018, I travelled about 85% of the time so flexibility for travel is not a problem, however, I currently prefer in-state travel with few overnight stays.

EXPERIENCE

VERIDA FKA SOUTHEASTTRANS, INC, Atlanta GA

State Director, MS

Provider Relations Manager, LA

June 2018 – present

Feb 2021 – present

In these concurrent positions, my responsibilities include:

- Provider recruitment, contracting, and quality assurance
- Negotiating rates to ensure budget compliance
- Maintaining an adequate provider network to meet the needs of the populations we serve in both Mississippi and Louisiana
- Facility outreach and coordination
- Conducting orientations and trainings with providers and facilities
- Monitoring call stats and managing call takers to stay within required ranges
- Managing dispatch to ensure trips are assigned to the most appropriate provider available while keeping us within budget
- Attending and presenting at workshops, conventions, and meetings with facilities and with members throughout the state
- Community outreach and involvement
- Assisting in the response composition for bids on new contracts

SOUTHEASTTRANS, INC, ATLANTA GA

Network Development Administrator

Nov 2016 – June 2018

As the Corporate Network Development Administrator, my responsibilities included:

- Provider recruitment, contracting, and rate negotiation during implementation
- Conducting provider orientation and driver training courses such as: Defensive Driving, Passenger Assistance and Sensitivity, Customer Service, CPR/AED/First Aid, Wheelchair securement
- Filling vacant management seats in operations nationwide during unexpected or extended absences
- Assisting in the response composition for bids on new contracts

LOGISTICARE SOLUTIONS, LLC, ATLANTA GA

Corporate Operations Project Manager

July 2014 – Oct 2016

As a Corporate Operations Project Manager, I had three main functions:

- 1) New business implementations which entailed building provider networks in new territories, building relationships with the medical community, clients, and membership of service in the new territory as well as helping to train new staff.
- 2) Existing business recovery which entailed going into a problematic operation, figuring out what was not functioning efficiently or productively and how to correct and resolve internal and external issues to get things back on track by bridging the gap between clients and local operations, between local operations and transportation networks, and between inner operational departments.
- 3) Forever serving as the liaison for the states I serviced in any situation where the local environment was not conducive to internal resolution.

In this role, I also filled vacant management seats in operations nationwide during unexpected or extended absences, working specifically in WI, IL, OH, IA, AL, AR, MS, OK, GA and assisted in the preparation of RFP response presentations

LOGISTICARE SOLUTIONS, JACKSON MS

Statewide MS Regional Network Manager, August 2009 – July 2014 Southern MS

Regional Network Manager, July 2007 – August 2009

QA Supervisor, October 2006 - June 2007

As Regional Manager, both southern and statewide, my responsibilities were to:

- Find, recruit, and enroll new commercial transportation providers and volunteer drivers
- Monitor the quality of service of commercial transportation providers and volunteer drivers
- Complete monthly performance reports and meet with transportation companies independently each month to review performance
- Coordinate and conduct quarterly provider meetings with transportation companies to provide information and education on policies and rules
- Negotiate rates with newly enrolling providers and upward/downward rate adjustments with existing transportation providers
- Manage provider rates and trip distribution to ensure that trip costs met budget
- Provide information and education on policies and rules to transportation providers, membership, and medical facilities
- Receive and review commendations for staff and transportation providers
- Ensure that all transportation providers are fully and properly credentialed
- Enroll nursing homes in Gas Reimbursement programs
- Oversee activities of the Transportation Department, which included 11 Transportation Coordinators, 1 Transportation Supervisor, 1 compliance officer and 2 Field Monitors
- Tag, identify, and monitor recorded conversations between representatives and clients
- Handle and process transportation issues when unresolved at lower levels
- Implement instructions and policies throughout department, resolve staff concerns and serve as a liaison to other departments.
- Manage payroll, vacation, sick time for staff
- Work with QA to fully investigate complaints and to resolve complaint issues
- Serve as liaison between transportation providers and all LogistiCare Department heads, medical facilities, membership, and other transportation providers.

MS DIVISION OF MEDICAID, NEMT DIVISION, JACKSON MS

Special Projects Officer III, March 2006 – Nov 2006 Medicaid Specialist I, Feb 2005 – March 2006

Stephen E. Buckner

601.850.9381 (cell)

Exhibit 1 - Resumes

stevebuckner22@gmail.com

Business Development and Operations Management Executive

Executive Management / Strategic Planning / Operations Management / Sales and Sales Management / Government Affairs / Marketing

Executive Summary

Business Development and Operations Executive with a demonstrated history of working within the healthcare industry. Highly skilled, results driven professional with successful development of untapped markets, execution of strategic long-term goals resulting in increased market share and profitability. Specialized experience with Medicaid Agencies, Managed Care Organizations, Hospitals, and Long-Term Care Facilities.

Professional Experience

SOUTHEASTTRANS – Atlanta, GA

Present

Corporate Director / Interim LA State Director

- Operations Management-Multiple Markets
- Provider Relations Management
- Participates in National and Local Healthcare Industry Events
- Strategic Planning-Business Development Initiatives

INTELLIRIDE - DIVISION OF TRANSDEV NORTH AMERICA - Jackson, MS

2017-2018

Vice President of Business Development

- Identified and developed market opportunities within the healthcare transportation industry
- Developed and implemented strategic action plans to improve company's market position
- Maintained comprehensive knowledge of markets and market utilization
- Participated in industry events at the local and national level
- Actively participated in recruiting efforts
- Managed Government Affairs relationships

LEFLEUR TRANSPORTATION - Ridgeland, MS

2003-2017

Director of Business Development

- Successfully Implemented the Business Development Division in 2003
- Provided Strategic Direction for new business opportunities
- Positioned company as a healthcare transportation broker on regional and national levels
- Grew the customer base and revenue for Non-Emergency Medical Transportation, Paratransit, Demand Response and Private Pay contracts
- Managed Government Affairs, Sales Personnel, Request for Proposal Process, and Marketing Initiatives to accomplish goals in growth
- Represented company at industry events and tradeshow

AUTO RENTAL RESOURCE CENTER - Jackson, MS

2000-2003

National Accounts Manager

- Managed sales and marketing functions of the nation's largest independent auto rental association
- Developed and implemented new products and programs for independent auto rental operations

- Negotiated and structured insurance and ancillary programs for association members •
Represented Auto Rental Resource Center at industry events

TransAmerica Distribution Finance - Jackson, MS <i>Business Development Manager</i>	1999-2000
NationsBank - Jackson, MS <i>Regional Vice President</i> (Merger eliminated position)	1998-1999
Chase Financial Corporation - Jackson, MS <i>Regional Manager</i>	1995-1998
Trustmark National Bank - Jackson, MS <i>Loan Officer</i>	1989-1995

Education

Millsaps College Bachelor of Business Administration, Else School of Management Student Athlete, NCAA D-III Basketball	Jackson, MS
Mississippi School of Banking <i>References are available upon request</i>	Oxford, MS

Walter J. Oubre, III

(225) 456-0758 | walteroubre1@gmail.com

EDUCATION

BATON ROUGE COMMUNITY COLLEGE | MAY 2016

- Associate in Applied Science: Entertainment Technology

SKILLS & ABILITIES

INTERPERSONAL SKILLS

- Develop relationships with others to better accomplish work goals
- Effectively meet customers' needs and build productive customer relationships
- Clearly convey information and ideas to others in a manner that helps them understand and retain the message
- Supports sales growth plan. Uses appropriate interpersonal, communication, and organizational skills to help execute the sales plan and to grow the market share

LEADERSHIP SKILLS

- Actively participates as part of the management team to help to achieve the company's goals
- Ensure customers are serviced appropriately to meet company's expectations
- Ability to lead and motivate others
- Solves problems and analyzes issues
- Communicates powerfully and prolifically
- Develops others
- Drives for results
- Displays technical or professional expertise

MANAGEMENT SKILLS

- Uses people, resources and information to make good decisions
- Effectively manages time and resources to ensure that work is complete efficiently and performance goals are met
- Possesses good working knowledge of products and the company's operations
- Communicates with other supervisors and managers
- Conduct interviews, hire new staff and provide employee orientation
- Coach and provide career development
- Supervises staff in accordance with company policies and procedures
- Schedule and conduct staff meetings
- Serves on committees as department representative

PROFESSIONAL QUALITIES

- Set high standards for self and others; assumes responsibility for individuals and the company's performance
- Demonstrates honesty and the ability to avoid what is wrong and stand up for what is right
- Maintains effectiveness when experiencing changes in work and adjust effectively to new work processes, situations and requirements
- Proven record of high standards
- Attention to detail
- Strong interpersonal and communication skills
- Proficient computer skills in Microsoft Office
- Self-motivated
- Dependable

EMPLOYMENT HISTORY

TRANSPORTION SUPERVISOR| SOUTHEASTTRANS | OCTOBER 2017-PRESENT

- Assures that transportation employees are effectively performing liaison functions between the internal departments and customers by monitoring transportation requests, prioritizing and dispatching requests as follows
- Resolves customer complaints and determining appropriate actions
- Oversee employees to ensure optimal utilization of resources to meet internal and external customer requirements
- Coordinate departmental and/or special projects
- Evaluate departmental processes to make corrective changes
- Established employee goals and conduct employee performance reviews
- Responsible for staff scheduling: work assignments/rotation, trainings, vacations, breaks, overtime, back up for absent employee and shift rotations
- Responsible for meeting department's productivity and quality goals

ASSISTANT MANAGER | SHERWIN WILLIAMS | FEBUARY 2016- MARCH 2017

- Assisted in determining staff needs, recruit new employees and establish work schedules

- Developed store plan based on market's conditions, store's mission and financial objectives
- Assisted in handling customer's complaints
- Supported sales reps selling activities
- Confirmed all transactions were handled properly through the store's computer system
- Aided in placing and following up on purchases from outside vendors per policy
- Ensured orders were delivered in a timely manner
- Assisted with merchandising the store according to district or company's guidelines
- Responded to customers questions and complaints concerning their accounts
- Performed processing of daily batch paperwork

TEAM LEADER | SHERWIN WILLIAMS | AUGUST 2012-FEBUARY 2016

- Supported sales reps selling goals
- Confirmed all transactions are handled properly through the store's computer system
- Assisted in placing and following up on purchases from outside vendors
- Ensured ordered were delivered in a timely manner
- Responsible for organizing and maintained warehouse appearance
- Delivered material to specific sites as needed
- Performed processing of daily batched paperwork

TRAFFIC LIGHT TECHNICIAN | DEPARTMENT OF PUBLIC WORKS | APRIL 2010-NOVEMBER 2012

- Installed/repaired a variety of solid state, electronic, electrical, electromechanical, digital traffic signal controllers and lights, underground cables, cabinets, traffic signal poles, overhead span wires/traffic control signs, school zone flashers & associated light fixtures/equipment
- Troubleshoot overhead wiring problems
- Cut and splice cables and run conduit
- Assisted with diagnosing times clocks, relays, switches and control boxes

SALES ASSOCIATE | SHERWIN WILLIAMS | JANUARY 1999-JANUARY 2010

- Opened and closed store on rotating schedules
- Shipped and received products from distribution centers to customers worldwide
- Operated forklift, pallet jacks and handheld scanners
- Assisted customers with questions, products and purchases
- Trained newly hired employees

MARGARET SCHLENDER

834 Lee Dr, Ponchatoula, LA 70454 | m_schlender@hotmail.com | 715.699.4128

SKILLS & ABILITIES | Microsoft Office, specializing in Excel. Database analysis and design. Data entry. Bookkeeping. Typing. Safety. Logistics. Analysis. Critical thinking. Transportation planning. Operating budgets. Employee training. Employee relations. Internal operations. Fleet management. Organization. Social media marketing. Customer service. Limited proficiency in Ojibwe and Mandarin. Schedule management. Problem solving. Leadership. Commercial driver's license with passenger endorsement. Defensive driving courses. Alcohol and controlled substance abuse training. Passenger assistance and wheelchair securement training.

EXPERIENCE | **Compliance Manager** Southeastrans, Inc
OCT 23, 2019 - PRESENT

Assuring that all NEMT Providers are appropriately trained and operating within compliance of all vehicle, driver and contractual requirements. In addition to, overseeing any and all accidents and incidents that may have occurred while they were operating under their SETI agreement. Verify and maintain all required training documentation, licenses, and any expiring documentation.

Insuring the quality of service and minimizing complaints from the members, facilities and/or MCO/States will consist of overseeing the Quality Assurance Coordinators. Assuring we maintain positive working relations by creating a professional relations with the MCO/State(s) and member(s). Establish and maintain regular contact with all contracted NEMT providers to ensure compliance with all contractual requirements. Develop and implement quality assurance policies and procedures. Ensure all providers and authorized NET Drivers/attendants are performing to the guidelines of Southeastrans, Inc standards.

Oversee all compliance staff and ensure they are performing according to Southeastrans, Inc standards. Establish action plans for each employment to meet data metrics and goals. Provide reports upon request to fulfill contractual requirements or for audit purposes. Assist with reconciliation issues.

| **TRANSIT ASSET MANAGER** WISDOT
NOV 14, 2016 - AUG 17, 2018

The Wisconsin Department of Transportation (WisDOT) is responsible for monitoring the use of Federal Transit Administration (FTA)-funded real property, facilities and equipment. Assets that are not maintained in a state of good repair present potential risks, including safety, service unavailability and high maintenance and repair costs. As such, WisDOT oversees all assets purchased under WisDOT grant agreements. Asset oversight is provided through an asset inventory, maintenance reviews and inspections.

| **OPERATIONS MANAGER** NAMEKAGON
TRANSIT OCT 11, 2011 – NOV 14, 2016

Oversight of dispatchers and drivers. Manage and coordinate the operations department and supervise the operations of out-stationed and/or third party routes. Aid in the planning, implementation, and monitoring of all transit services provided. Maintain a basic knowledge of the government funding programs affecting transit services. Supervise, train, evaluate, and coach all drivers, dispatchers, and schedulers. Report and make recommendations for remedial and/or disciplinary actions to the Transit Manager. Ensure accurate record keeping by operators and dispatchers/schedulers. Make necessary system changes and adjustments to ensure quality and efficient service is being delivered. Maintain compliance with all applicable safety regulations. Assist with accident investigations. Must be a self-starter, able to

Christine Nero

Dedicated, experienced Administrative professional with training in a wide range of office administrative tasks.

Authorized to work in the US for any employer

Work Experience

QA Specialist

Verida - LA

July 2023 - present

- Investigate issues that arise during transportation to and from medical appointments.
- Provide resolution to prevent recurrence of issues.
- Counsel members, transportation companies, staff in regard to issues and resolution.
- Provider reports and responses to clients in regard to reported issues.

Dispatcher

Southeastrans Inc - VA, MS

July 2019 to July 2023

- Answer phones to respond to discharge orders, ride requests, customer inquiries, questions and complaints.
- Projecting a professional company image through phone interaction .
- Provide information to transportation providers, along with projected service times.
- Identify, research and resolve issues using the computer system.
- Follow up on customer inquiries not immediately resolved.
- Complete call logs and reports.
- Organize and plan daily trip route assignments in cost effective manner.
- Provide support to other company departments and offices regarding trip assignment.

Transportation Clerk

Sygma Network - Ashland, VA

September 2017 to July 2019

Assist with daily operation of transportation department. Review driver paperwork. Check driver logs, fuel receipts and expense reports for accuracy. Schedule pick up appointments, assign to routes when needed. Assist with driver calls. Check drivers in and out. Communicate route issues and changes to customers. Notify customers of late trucks.

Operations Clerk

Cox Transportation Services - Ashland, VA

November 1999 to September 2017

Provide clerical support to operations department. Schedule appointments. Perform data entry functions. Maintain contact lists and upkeep of daily customer spreadsheets. Compose letters and emails on behalf of other departments. Receive, sort and distribute mail. Interact with drivers answering questions and assisting as needed. Answer customer inquiries, process paperwork and follow procedures concerning shortages, damages, claims and the tracing of freight. Transitioned to accounts payable in April 2016. Responsible for weekly check run using Sage. Entering and printing invoices daily. Perform driver payroll duties as needed.

work with little supervision and be capable of identifying problem areas and taking action to correct them. Understand the needs of the elderly and social service clients. Ability to work under pressure.

DRIVER NAMEKAGON TRANSIT
MARCH 06, 2011 – OCT 11, 2011

Provide safe and efficient transportation, operate the bus on scheduled route, pick up passengers on dispatched requests. Assure vehicle is operational at the start of every shift. Report any mechanical problems to the Maintenance Supervisor. Maintain cleanliness of interior and exterior of vehicle. Load/unload any passengers using a wheelchair using mechanical lift, secure wheelchair using approved four-point tie-down procedure. Assist passengers to board/disembark. Be tolerant and patient with passengers, displaying sensitivity to passengers with special needs. Promptly appraise Dispatcher of any field problems such as accidents, breakdowns, delays, passenger problems, etc. Keep accurate documentation of pick up and drop off times and mileage. Reconcile farebox with dispatcher at end of shift.

DISPATCHER NAMEKAGON TRANSIT
MARCH 06, 2011 – OCT 11, 2011

Assist in scheduling and coordinating public transportation. General knowledge of computers. Maintain records and prepare daily log reports. Establish and maintain effective working relationships with others. Operate a two-way radio. Analyze situations and adopt an effective course of action. Assist drivers and supervisors in emergency situations.

EDUCATION | LAC COURTE OREILLES OJIBWE SCHOOL

HIGH SCHOOL DIPLOMA

VALEDICTORIAN, STUDENT COUNCIL PRESIDENT, BASKETBALL AND VOLLEYBALL CAPTAIN, HONOR ROLL

LAC COURTE OREILLES OJIBWE SCHOOL COMMUNITY COLLEGE

DEAN'S LIST, AMERICAN INDIAN HIGHER EDUCATION CONSORTIUM PARTICIPANT (SCIENCE, ARCHERY, AND GENERAL KNOWLEDGE COMPETITION) 2011. AISES

UNIVERSITY OF WISCONSIN – MADISON

PEOPLE PROGRAM PARTICIPANT, WUNK SHEEK, AISES

VOLUNTEERING | Great Lakes Indian Fish and Wildlife Commission Volunteer – 2001-Present

Northwoods Humane Society Volunteer – 2015 – 2017

New Post Community Cemetery Groundskeeper Volunteer – 2009 – Present

Three Birds Media Bookkeeper – 2014 - 2016

REFERENCES | KAREN MELASECCA, TRANSIT MANAGER

SAWYER COUNTY / LAC COURTE OREILLES TRANSIT COMMISSION (NAMEKAGON TRANSIT)

715-634-6633 ext 224

namekagonkaren@hotmail.com

WALTER LANE, FORMER ASSISTANT DEAN, FORMER DIRECTOR OF PEOPLE PROGRAM
UNIVERSITY OF WISCONSIN - MADISON

608-469-9930

cooza83@gmail.com

JAMES BASSETT, COUNTY BOARD SUPERVISOR

5y5wry snd

**UNANIMOUS WRITTEN CONSENT OF SHAREHOLDER AND DIRECTORS OF
VERIDA, INC.**

LOUISIANA CONTRACT

The undersigned, being all of the shareholders and directors of Verida, Inc. f/k/a Southeastrans, Inc. (the "Corporation"), a Georgia corporation, by affixing their signatures hereto pursuant to Section 14-2-821 of the Georgia Business Corporation Code, do hereby consent to and take the following actions and adopt unanimously the following resolutions, as if the same were done at a meeting of the Board of Directors duly called and held:

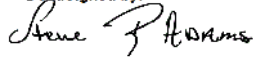
WHEREAS, the Board of Directors has determined that it is in the best interests of the Corporation and its shareholders to reaffirm an existing contract for services with the State of Louisiana;

RESOLVED, that the Board of Directors reaffirms the contract between the Corporation and the State of Louisiana, and that Steve R. Adams is hereby authorized and directed to execute, acknowledge, seal, and file any and all appropriate documents on behalf of the Corporation concerning such contract.

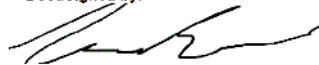
FURTHER RESOLVED, that all actions previously taken by the Authorized Officers, or any of them, on behalf of Company concerning this topic, are hereby approved and ratified as the actions of Company.

FUTHER RESOLVED, that the Secretary of the Corporation is directed to file a copy of this Consent Action with the minutes of the proceedings of the Board of Directors.


Executed on the 20th day of December 2022 (the "Effective Date")

DocuSigned by:

B9C93BAA88B74F1...
STEVE R. ADAMS

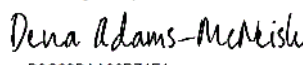
Director/Sole Shareholder

DocuSigned by:

8FDEBB40405D4C4...
GARY KINARD

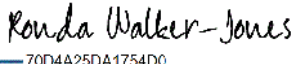
Director

DocuSigned by:

89322CDB27074C2...
BENJIE ALEXANDER

Director

DocuSigned by:

B9C93BAA88B74F1...
DENA ADAMS-MCNEISH

Director

DocuSigned by:

70D4A25DA1754D0...
RONDA WALKER

Director



State of Louisiana
Louisiana Department of Health
Bureau of Health Services Financing

March 27, 2024

Exhibit 3

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

RE: LaGov# 2000828272
Justification for Out-of-State Contract

Dear Ms. Rice:

Please consider this letter as justification for an out-of-state contract with Verida, Inc. (f/k/a Southeastrans, Inc.). The contractor shall perform for the Louisiana Department of Health (LDH), Bureau of Health Services Financing (BHSF) the daily functions of the non-emergency transportation (NEMT), non-ambulance (NEAT), Program which provides services to Medicaid beneficiaries who are eligible for fee-for-service Medicaid when those services are not the responsibility of a Medicaid managed care organization (MCO). The Contractor is responsible for receiving requests for the transportation of Medicaid beneficiaries, scheduling transportation of Medicaid beneficiaries when transportation is otherwise unavailable to them, dispatching Medicaid transportation providers to ensure that these beneficiaries are delivered to and from their appointments safely, timely, and efficiently, authorizing these transportation services for payment, and providing LDH with monthly reports evidencing that these services are being delivered successfully. There is no in-state contractor that can provide these services at this time.

The contractor will not be in the state for more than thirty days.

If further information is needed, please contact me at (225) 342-8809.

Sincerely,

A handwritten signature in black ink that reads "Ali Bagbey".

Ali Bagbey
Medicaid Program Manager 1-B