



**Office of State Procurement  
PROACT Contract Certification of Approval**

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

**Reference Number:** 2000236756

**Vendor:** Southeastrans, Inc.

**Description:** Southeastrans - Provide NEMT for FFS population who are not in a MCO

**Approved By:** Cheri Crain

**Approval Date:** 6/14/2017

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

Because of the requirements of R.S. 39:1621(B), the maximum amount shall not be increased to more than \$49,999 in compensation for a twelve month period, regardless of the term of the contract. For purposes of applying this limit, contracts shall not exceed \$149,997 over a three year term, and \$49,999 in compensation for a twelve month period, unless otherwise justified by law or exempt from the RFP process.

Service requirements shall not be artificially divided so as to exempt contracts from the request for proposal process. Concurrent or subsequent related contracts may be reviewed to ensure compliance.

Approval of continuing services contracts is contingent upon the receipt of a final performance evaluation report on the prior contract as required under Revised Statute 39:1569.1.

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  
Bureau of Health Services Financing

LAGOV: 2000236756

LDH: 061495

Agency # 305

BHSF


AND


Southeastrans, Inc.

FOR

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


INCLUDE RFP NUMBER (if applicable):

|  |  |
|--|--|
| 1) Contractor (Registered Legal Name)<br>Southeastrans, Inc. | 5) Federal Employer Tax ID# or Social Security #<br>58250484500 (Must be 11 Digits)                      |
| 2) Street Address<br>4751 Best Road, Suite 300               | 6) Parish(es) Served<br>ST Statewide   |
| City<br>Atlanta  | 7) License or Certification #<br>N/A   |
| State<br>GA  |  |
| Zip Code<br>30337  |  |
| 3) Telephone Number<br>(678) 510-4507                        | 8) Contractor Status  |
| 4) Mailing Address (if different)                            | Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        |
|  | Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                         |
|  | For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                          |
|  | Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                     |
| City   | 8a) CFDA#(Federal Grant #)   |
| State  |  |
| Zip Code   |  |

9) Brief Description Of Services To Be Provided:   
Contractor must provide efficient and effective non-emergency medical transportation to the fee-for-service population who are not members of a Healthy Louisiana managed care organization. This includes receiving requests for the transportation of recipients, scheduling transportation when transportation is otherwise unavailable to recipients, dispatching transportation providers to ensure that recipients are delivered to and from their appointments, enrolling and paying providers for services, and providing monthly reports to document the delivery of services.

|                               |                                 |
|-------------------------------|---------------------------------|
| 10) Effective Date 04-01-2017 | 11) Termination Date 03-31-2020 |
|-------------------------------|---------------------------------|

|                             |  |
|-----------------------------|--|
| 12) Maximum Contract Amount | \$149,997.00   |
| 13) Amounts by Fiscal Year  | FY17 \$12,498.00 FY18 \$49,999.00 FY19 \$49,999.00 FY20 \$37,501 |

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 \$30.00 per one-way trip in accordance with trip records submitted with each monthly invoice plus a monthly administrative fee of \$1,500.00. 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.

|   |                                     |                                |
|---|-------------------------------------|--------------------------------|
| PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: | First Name<br>Randy                 | Last Name<br>Davidson          |
|   | Title<br>Medicaid Program Manager 3 | Phone Number<br>(318) 862-9849 |

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

Attachment A: HIPAA Addendum  
Attachment B: Statement of Work  
Attachment C: Performance Guarantees and Liquidated Damages

Exhibit 1: Board Resolution  
Exhibit 2: Multi Year Letter  
Exhibit 3: Emergency Preparedness Plan  
Exhibit 4: Out of State Justification  
Exhibit 5: Disclosure of Ownership  
Exhibit 6: Late Letter  
Exhibit 7: Certificate of Authority

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



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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.  
  
Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.
2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.  
  
Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.
4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74.53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **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. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.

16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

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

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

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

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

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.



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

**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.

Southeastrans, Inc.

STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH

Steve R. Adams 5/23/17  
SIGNATURE DATE

Steve R. Adams

NAME

Chief Executive Officer

TITLE

SIGNATURE DATE

NAME

Secretary, Louisiana Department of Health or Designee

TITLE

Bureau of Health Services Financing

SIGNATURE DATE

NAME

TITLE

Jen Steele 6/2/17  
SIGNATURE DATE

Jen Steele

NAME

Medicaid Director

TITLE

Rev. 06/2016

**HIPAA Business Associate Addendum**

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

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
  - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
  - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
  - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
  - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

## **Statement of Work**

### **Goal/Purpose**

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) Program which provides services to Medicaid recipients who are eligible for Fee-for-Service Medicaid when those NEMT services are not the responsibility of a Healthy Louisiana Managed Care Organization. The Contractor is responsible for receiving requests for the transportation of Medicaid recipients, scheduling transportation of Medicaid recipients when transportation is otherwise unavailable to them, dispatching Medicaid transportation providers to ensure that these recipients are delivered to and from their appointments safely, timely, and efficiently, development of an adequate network of NEMT providers, NEMT provider network compliance oversight, payment to transportation providers for completed trips based on properly submitted clean claims, and providing LDH with monthly invoice and reports evidencing that these services are being delivered successfully.

### **Deliverables**

The Contractor shall:

- A. Notify LDH in writing of persons authorized to act on behalf of Contractor.
- B. Maintain an adequate staffing level to discharge the Contractor's responsibilities, and provide such information in writing when requested by LDH.
- C. Maintain communication with LDH relative to specified contractual responsibilities; attend periodic meetings with LDH; submit requests to LDH for data or information from the Fiscal Intermediary;
- D. Assume complete responsibility for the cost and timely accomplishment of all contractual responsibilities. Contractor shall provide office space, furniture, equipment, supplies, and staff.
- E. Cooperate fully with any other contractors, consultants, or other parties which may be engaged by LDH, including but not limited to those engaged by the Louisiana Medicaid Program.
- F. Permit access by other parties (upon written request from LDH) to Medicaid files, procedures, and records which may be in the possession of or under the control of the Contractor.
- G. Retain the program documents in the Contractor's central office location.
- H. Produce timely and accurate reports, statistics, and data in a format specified by the Department.
- I. Provide to LDH upon request, at no extra charge, copies of files and documentation including, but not limited to, electronic databases, hard copies of trip authorizations, operations manuals, claims data, a current listing of all contracted NEMT providers to include company name, owners name, office location, number and type of authorized vehicles and number of authorized driver (listing is to be verified as current once per month) and other documentation essential to the operation of Louisiana Medicaid NEMT services.
- J. Participate in state fair hearings requested by recipients when issues involve the Contractor, as determined by LDH. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Rules of the Division of Administrative Law.



- K. Attend and prepare documentation for state fair hearings, appeals, and related meetings, at no cost to LDH.
- L. Agree to make its employees available as witnesses, without charge, for the Louisiana Attorney General's Medicaid Fraud Control Unit, and to LDH.
- M. Provide documentation for all enforcement proceedings and hearings.
- N. Cooperate with LDH, or its designee, in implementing new methodologies, rules, policies or procedures associated with Medicaid NEMT services. Relevant changes shall be discussed with the Contractor prior to implementation, allowing sufficient lead time (30 days) for any necessary changes in NEMT services.
- O. Comply, within a reasonable time, with any information, records or data request from any healthcare oversight agency, including the Louisiana Office of the Attorney General, Medicaid Fraud Control Unit (MFCU), related to any services provided under Louisiana's Medical Assistance Programs. When requested by the MFCU the production of the information, records or data requested by the MFCU shall be done at no cost to the MFCU, and the contractor, subcontractor or provider shall not require the MFCU to enter into any contract, agreement or memorandum of understanding to obtain the requested information, records or data. The contractor agrees that this contract creates for the healthcare oversight agency an enforceable right for which the healthcare oversight agency can petition the court in the event of non-compliance with an information, records or data request.
- P. Perform all duties and/or responsibilities provided for in the contract.

## **Programmatic Requirements**

### **Verification of Eligibility**

- A. The Contractor shall receive all incoming calls requesting NEMT services. The majority of calls originate from recipients, with a limited number originating from medical providers approved by LDH for this function. Certain Non-profit transportation providers are allowed to call the contractor to request scheduling of trips on behalf of recipients; for-profit NEMT providers are not allowed to call to request scheduling of trips on behalf of recipients. LDH will notify contractor of which non-profit providers qualify.
- B. The Contractor is responsible for provider payment for any trips scheduled by the Contractor for ineligible persons. The Contractor shall verify the recipient's eligibility regardless of who initiates the request for transportation. The Contractor shall verify eligibility by accessing the Medicaid Management Information System (MMIS) through computers, using the recipient's Medicaid ID number and the recipient's Card Control Number (CCN) or date of birth. If the file is "open" and the recipient is certified in any category other than "Qualified Medicaid Beneficiary" (QMB) or Service Limited Medicare Beneficiary (SLMB), the Contractor shall proceed with the request. (Recipients in the QMB and SLMB categories are not eligible for NEMT services).
- C. If the recipient's Medicaid file is closed, either of two situations may exist: (1) The recipient did not reapply for Medicaid, in which case the request for transportation shall be denied; or (2) the recipient recently reapplied, the application is pending, and the eligibility data is not yet accessible on MMIS, in which case the Contractor shall contact LDH to verify eligibility. (The Medicaid application process can take up to 45 days, with a possible additional two week delay between the approval of the application and the receipt of the individual's eligibility data in the MMIS file.)
- D. If the Contractor schedules transportation for a Medicaid applicant in pending status

and the application is ultimately denied, the Contractor is responsible for the provider payment. The Contractor shall report all completed and paid trips to LDH for reimbursement including trips for pending recipients that were subsequently denied.

- E. The Contractor shall issue a unique trip ID number to verify that the service was approved for the transportation provider selected to provide the service; the provider must have this number in order to be reimbursed for the trip. The Contractor issues one trip number for a round trip. The Contractor supplies the number the provider must use.
- F. Under the Spend Down Medically Needy Program, recipients are eligible for Medicaid Services for a maximum of three months. The Contractor shall verify the recipient'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 recipient is eligible for NEMT services.

### **Determination of Appropriateness of Request**

- A. When free transportation is not available to the recipient, payment shall be authorized for the least costly means of transportation available from the following options:
  - City or parish public transportation
  - Gas Reimbursement
  - Non-profit transportation providers
  - For-profit transportation providers
  - Intrastate public conveyance (bus, train, aircraft)
- B. The Contractor shall determine whether the request is for non-emergency ambulance transport (NEAT) service. NEAT services are not covered under this contract.
- C. The Contractor shall determine whether the purpose of the request is to transport a Medicaid recipient to a medical service which is covered by Medicaid. If the destination is to a non-covered Medicaid service, the Contractor shall deny the request. A list of covered Medicaid services will be provided to the Contractor. Examples of requests which are non-medical and are not covered are trips to pharmacies, Wal-Mart, Department of Children and Family Services offices, WIC sites, housing authority offices, and Medicaid offices.
- D. The Contractor shall advise recipients of the necessity for calling at least 48 hours in advance when requesting transportation.
- E. If a recipient requests same day service, the Contractor shall determine whether there is a need for immediate medical care due to injury or illness, and verify this with the recipient's medical provider. The Contractor shall not, as a matter of course, authorize same day trips for scheduled appointments for predictable or routine medical care; the recipient shall be asked to reschedule the appointment and submit a timely request for transportation.

### **Other Available Means of Transportation**

- A. The Contractor shall interview the recipient to determine whether other sources of transportation are available at no cost to the recipient (such as friends, family members, neighbors, private insurance, community resources, Medicaid providers, etc).

- B. The Contractor shall attempt to determine how the recipient is normally transported to non-medical services and retail stores. The Contractor shall evaluate the information and determine whether the recipient has made reasonable efforts to arrange for free transportation.
- C. If the recipient refuses to respond to the Contractor's inquiries, or if the Contractor determines that the recipient has not attempted to arrange for free transportation, the Contractor shall deny the request and advise the recipient of the need to exhaust other means of transportation before requesting NEMT.
- D. If the Contractor determines that the recipient has made reasonable efforts to arrange for free transportation, the Contractor shall approve the request and schedule the trip.
- E. The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services.

#### **Attendants/Escorts and Other Passengers**

- A. The Contractor shall determine, by asking the recipient or other person calling to schedule transportation, whether the recipient will be accompanied by a child (or children) and whether an attendant or escort is needed, and advise the transportation provider. The Contractor shall inform the transportation provider that (1) Medicaid will not pay for the transportation of persons accompanying the recipient, and (2) the provider may not charge the recipient or anyone else for transporting persons accompanying the recipient. The provider may refuse to transport the recipient, or may refuse to transport more than one attendant or escort per recipient.
- B. An attendant/escort is required for children under the age of 17. In some cases, such as when a recipient is not ambulatory or mentally competent, the transportation provider may require an attendant/escort for an adult passenger.

#### **Necessity for Wheelchair**

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

#### **Reasonable Proximity**

- A. The Contractor shall authorize transportation to the nearest facility where the services can be received. The Contractor shall determine whether the request is to transport an eligible Medicaid recipient to a covered medical service within reasonable proximity of the recipient's home, or within the recipient's trade area. Generally, the trade area is the parish in which the recipient resides, and the contiguous parishes. The bordering counties in the adjoining states of Mississippi, Arkansas, and Texas are also considered to be in the trade areas of adjacent border parishes in Louisiana. Reasonable proximity means the local city or town in which people of like circumstances usually conduct their shopping and business activities. Exceptions are as follows:
  - The Prior Authorization Unit (PAU) at the Fiscal Intermediary grants approval for a recipient to receive medical care outside of the trade area.
  - If the medical service is not available within the trade area, the recipient is approved for transportation to the nearest provider outside of the trade area.
  - Medical transportation is approved for a recipient to receive covered services at a state hospital (whether operated directly by the State or through a public-private partnership) or a VA hospital.
  - Medical transportation may be approved for a recipient who is referred to a specialist, or to a state facility, when such services are not available in the trade area.



- Medical transportation may be approved to Shriners' Hospital (Galveston, Texas), and Acadiana Intervention Center (Lafayette, Louisiana). These facilities provide treatment at no cost to the Louisiana Medicaid Program. LDH will update this list as necessary.

***LDH will provide contractor assistance in determining when exceptions apply.***

- B. If the recipient requests transportation outside of the approved area, and does not qualify for one of the exceptions listed above, the Contractor may deny the trip.
- C. LDH is responsible for arranging and paying for out of area trips and other travel over extended distances.
- D. If the recipient requires assistance in making the arrangements, the Contractor shall assist to the extent possible, but shall inform the recipient that assistance will not be an obligation to provide a greater reimbursement.

### **Travel Over Extended Distances**

- A. When special treatment required by the recipient necessitates travel over extended distances, or when the treatment is not available to the recipient within reasonable proximity of recipient's home, and free transportation is not available, the Contractor shall offer gas reimbursement or other low cost option whenever feasible.
- B. If the travel is over an extended distance, and is outside of Louisiana, the Contractor shall determine the appropriateness of public conveyances (bus, train, or plane) based on the medical condition of the recipient and the lack of other available transportation. The Contractor shall contact designated staff in the LDH. (All commercial travel is arranged by LDH.)

### **Routine Medical Treatment Scheduled Regularly (Standing Orders)**

- A. Non-emergency transportation to regular, predictable, and continuing medical services shall be authorized based on treatment plan submitted by health care provider or non-profit NEMT provider. 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, and others as determined by LDH.
- B. These standing order trips shall be paid in accordance with the rates established between the Contractor and the transportation provider.

### **Prior Authorization Unit (PAU)**

- A. Some medical services require prior authorization by the Prior Authorization Unit (PAU) prior to being covered by Louisiana Medicaid. The majority of services for which transportation is provided do not require prior authorization by the PAU. When prior authorization is required, the Contractor shall inform the recipient that the PAU will only accept requests from the recipient's doctor or medical provider. The Contractor shall obtain the approval number from the PAU or the doctor or medical provider prior to scheduling the trip.
- B. Approval from the PAU is required for transportation to physical therapy, occupational therapy, and speech and hearing therapy. Exceptions: (1) Prior authorization for therapy services is not necessary for Medicaid recipients who are also eligible for Medicare; (2) Mental health rehabilitation therapy is authorized through the LDH Office of Behavioral Health;

- C. Approval from the PAU is not required for services provided through EPSDT Health Services at Early Intervention Centers or any Part C agency; however, if EPSDT Health Services are provided by a school board, transportation shall not be authorized, as these services occur during normal school hours and Medicaid does not cover transportation of recipients to school.
- D. Approval from the PAU is required for commercial transportation, for transportation outside the recipient's trade area, and for transportation out of state (unless it is within the trade area). Only the recipient's doctor or medical provider shall submit the request to the PAU; the written request must include all relevant medical data to support and justify the type of transportation requested: recipient's name, ID number, date of birth, SSN, diagnosis, condition (alert, comatose, etc.), need for attendant and type of transportation recommended.

### **Transport of Recipients in Long Term Care Facilities**

- A. Approval for transport from one long term care facility to another is covered only when the recipient is moving to a facility for a higher level of care, or is transferring to a facility in his own community where beds were not originally available. The Contractor may request a Letter of Medical Necessity prior to approving transportation between long term care facilities.
- B. It is the responsibility of the nursing facility to transport the recipient to routine medical services within reasonable proximity; requests for transportation for nursing facility residents to receive medical treatment outside of the service area may be approved, with authorization from LDH staff. Medically necessary NEAT services, to routine medical appointments, does not require prior authorization from LDH staff.

### **Transit Authorities**

- A. Contractor shall work with transit authorities statewide to implement utilization of services for Medicaid, when feasible.
- B. If a recipient requests NEMT services, the Contractor shall determine whether the recipient is required to use bus service. Bus service is required if a recipient resides within reasonable distance of a bus stop, and the medical provider (destination) is within reasonable distance of a bus stop, unless the recipient has an obvious physical or mental impairment, or if a statement from a physician or medical provider attests to the recipient's inability to use bus service due to a medical condition.
- C. When the Contractor determines that Fixed Route bus service is the appropriate means of transportation for a recipient using the criteria below, the Contractor shall enter an indicator into the data base to identify the recipient for future scheduling by bus.
- D. To allow time to distribute the bus tickets, recipients are required to provide at least 48 hours' notice for requests for bus tickets, or the Contractor may deny the request.
- E. The furthest distance a Participant may be required to walk to or from a Fixed Route transportation stop is 1/2 of a mile. If Contractor determines that fixed route transportation is an appropriate mode of transportation for a participant, but the participant requests a different mode of transportation, Contractor may require the participant to verify his or her mobility limitations, including, but not limited to, requiring the participant to supply documentation from his or her physician. Contractor shall consider the following when determining whether to allow an exception:
  - 1. The Participant's ability to travel independently, including the age of the Participant traveling to the medical appointment, and any permanent or temporary debilitating physical or mental condition that precludes use of fixed route transportation;
  - 2. The availability of fixed route transportation in the participant's area or community, including the accessibility of the location to which the participant is traveling and whether the participant must travel more than 1/2 of a mile to or from the fixed route transportation stop;
  - 3. Whether inclement weather conditions (including extreme heat and cold) or other

- pertinent factors make use of fixed route transportation unfeasible;
4. Whether the fixed route transportation schedule is compatible with the participant's appointment times for the covered medical service. In this instance, "compatible" means that the schedule will allow the participant to arrive at the drop off location no more than 90 minutes prior to the scheduled appointment time, and will allow the participant 45 minutes after the estimated time the appointment will end to arrive at the pick-up location; and
  5. Whether any special needs of the participant require the coordination of services with other providers.

### **Assignment of Trips**

- A. The Contractor shall document whether the provider accepts or declines the assigned trips.
- B. The Contractor and provider shall mutually agree upon a method of communicating trip referrals; if the provider refuses the trip, the Contractor shall immediately schedule the transportation with another provider and/or notify the recipient. When a provider refuses a trip, the Contractor shall assign the trip to another provider, on a rotating basis, and cancel the trip to the first provider.
- C. If a transportation provider fails to pick up a recipient for a scheduled trip, the Contractor shall cancel the authorization for the trip in accordance with NEMT policy. The Contractor shall monitor trips assigned to smaller providers (with fewer vehicles), so that the providers will not be over-booked.

### **A. Complaints**

- A. The Contractor shall investigate all incoming complaints from recipients and providers within 20 days of receipt. The Contractor shall obtain factual information about the complaint from appropriate sources (the recipient, the transportation 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. An urgent complaint is non-life threatening and can be answered within a specified time frame. An emergency complaint is life threatening and may require additional assistance from LDH administration. If the complaint is beyond the control of the Contractor, the Contractor shall forward the findings to LDH (Attn: Project Monitor) for further investigation. Contractor's responsibilities include:
  1. Establishment and maintenance of procedures for handling complaints regarding scheduling of NEMT services.
  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:
    - The Contractor shall respond verbally to the person or entity making the complaint within twenty-four (24) hours of the Contractor's receipt of the complaint and, upon request, provide LDH a written record of the complaint and resolution including any corrective action within five (5) business days of receipt of LDH's request.
    - Written response to any complaint received by or referred to Contractor by LDH, within 20 days of receipt.
    - Written response to any complaint classified as "urgent" by LDH, within 10 days of receipt.
    - Written response to any complaint classified as "emergency" by LDH, within 48 hours of receipt



- B.** 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 10 days to initiate corrective action.

## **Records/Reporting**

- A.** The Contractor shall record the authorization data in a computerized format, including PA number, name of recipient, Medicaid ID number, date of birth, pick-up address and phone number, date of request, name and phone number of person requesting transportation, procedure code, reimbursement rate, date and time of appointment, name and address of medical provider to which transportation is requested.
- B.** 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. Approved transportation requests shall be logged by PA number. A sample of the log must be submitted to BHSF for review and approval within thirty (30) calendar days from the date the contract is signed.
- C.** In order to receive reimbursement for services provided during each operating month, the Contractor shall submit to LDH a summary report by the tenth day of the following month. Monthly summary reports shall be generated from the Contractor's database, in uniform format, the specifics of which will be provided after contract award. All reports shall be provided in both hard-copy and electronic formats in Microsoft Excel.
- D.** The current Contractor backs up the information to its server nightly. The information is backed up to another computer in synced format. LDH and the selected Contractor will negotiate on the format that will use to back up data.
- E.** Monthly summary reports shall include, but not be limited to:
- Number of calls received requesting transportation,
  - Number of trips scheduled,
  - Number of trips by parish of origin
  - Number of trips denied, by parish of origin
  - Number of trips assigned to each provider, by parish of origin
  - Number of authorized bus tickets, by parish of origin
  - Number of pending applicants who received transportation services but were subsequently declared ineligible for Medicaid, by parish of origin.
  - Number of recipient "no shows" (of which Contractor is aware) within standards for pick-up time, by parish of origin
  - Number, nature, and disposition of all complaints filed, by parish of origin
  - Failure to provide these reports within the specified time frames may result in liquidated damages. Reports are due within thirty (30) days following the end of the reporting period.

## **Operations Requirements**

### **Call Center**

- A.** The Contractor shall provide scheduling services for Medicaid non-emergency, non-ambulance medical transportation 365 days a year. The Contractor shall be available for scheduling transportation to pre-scheduled medical appointments from 6:00 a.m. to 6:00 p.m. CST., Monday through Friday, excluding holidays. Holiday are to be identical

to the declared holidays of the Department's Fiscal Intermediary. Provisions for telephone coverage on weekends and holidays are outlined in the next paragraph.

- B.** The Contractor shall provide assistance, toll-free on the weekends, holidays, and 24 hours per day service for urgent trips (Example: recipient released without notice from a hospital or a recipient 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. Access to MMIS is not available on weekends and holidays. LDH has arranged for access to eligibility information via Internet.

### **Staffing Requirements/Qualifications**

- A.** The Contractor shall be responsible for hiring staff with the necessary technical knowledge and skills to effectively maintain and utilize PCs. Operators must have concurrent access to MMIS and recipient files.
- B.** LDH shall provide no staff assistance, office equipment or office space for the Contractor.

### **Telephone Lines**

- A.** The Contractor shall assure telephone coverage that is capable of handling 1,000-2,000 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 use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services. A full description of the system to be used shall be included in the proposal.
- B.** The telephone lines shall be dedicated for incoming transportation requests (at minimum) between 6:00 a.m. and 6:00 p.m. CST, Monday through Friday. Toll-free 24 hour telephone service is required to accommodate scheduling for next day (when possible), and to arrange transportation when a recipient has been stranded at a medical appointment. The Contractor shall provide toll-free weekend and holiday 24 hours per day service for transportation providers requesting PA numbers for unscheduled trips which occur on short notice on weekends and holidays.
- C.** The Contractor shall provide a separate telephone line for personal calls and other uses. During the course of the contract, LDH may require the Contractor to increase the number of telephone lines, depending on demand. Separate office numbers are also required for access by LDH and the transportation providers.
- D.** The Contractor's computer system shall be capable of performing the following functions for daily operations and for LDH audit and billing purposes:
- Recording of recipient's trip information
  - Storage of data in a designated data base format
  - Daily back-up of database
  - Generation of hard copies of data for each authorized trip
  - Electronic transmission of authorization data to the Fiscal Intermediary in format specified in Attachment VI.
  - Electronic transmission of authorizations to selected providers or their designed third party billing vendor.
  - Extraction of data by recipient ID number for creation of history file of approvals for (at minimum) a 12 month period
  - 12-month retention of all files
- E.** 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 transportation providers.

- F. 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 and corresponding PA number. The daily transmission of trip information from the Contractor to the providers may be accomplished by secured provider web portal, fax, modem, or telephone, depending on the capability of the provider, or the provider may pick-up the hard copies.

**Office Location**

- A. The Contractor must have an office located within the State of Louisiana.
- B. The purpose is for the Contractor to have a physical presence within the state for conducting business with Medicaid enrollees, transportation providers, and NEMT Program Office staff. This will also enable the Contractor to perform these contract requirements:
1. Participate in hearings requested by recipients when issues involve the Contractor, as determined by LDH NEMT Program Office. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Rules of the Louisiana Division of Administrative Law.
  2. Attend and prepare documentation for fair hearings, appeals, and related meetings, at no cost to LDH, NEMT Program Office.
  3. Agree to make its employees available as witnesses, without charge, for the state Attorney General Medicaid Fraud Control Unit, and to LDH, NEMT Program Office.
  4. Provide documentation for all enforcement proceedings and hearings.

**Encounter Data**

Contractor shall submit accurate monthly encounter data as follows:

1. Provide 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. Produce the LDH required encounter attestation and deliver this along with the corresponding 837 encounter data.
3. Provide all remediation correction activities for encounter data that they have or should submit to the state intermediary.
4. Be responsible for correcting any file level rejects, passing the corrected files back to Contractor with adequate time to resubmit to the state within the state defined schedule for the correction and resubmission of rejected files
5. Be responsible for reconciling any invoice data submitted against the submitted and accepted encounter data.
6. Work with LDH Program Integrity section to validate and administer FFS NEMT providers.
7. Submit to the LDH Fiscal Intermediary, Molina, 95% of encounters processed within 60 days of receipt of the claims by SET. Molina processes encounters on a weekly basis.
8. Receive from Molina a HIPAA v5010 835 transaction file weekly that identifies SET encounters processed in the prior week.
9. Use the weekly 835 transaction set to resolve SET encounter denials in Molina's processing system.
10. Be able to effect encounter adjustments and true voids in conjunction with Molina's processing system, in case of corrections.
11. Accept from Molina a weekly full copy of the recipient third-party liability data (TPL) so that it may be used to process SET claims.
12. Encounters should reflect TPL resolution processing, including retrospective TPL resolution processing. In the event that SET does not resolve retrospective TPL information within 365 days of the DOS of the encounters, LDH will enact the TPL



resolution and retain the cost savings.

### **Reporting Requirements**

All records of the Contractor will be the sole property of LDH/BHSF and must be returned to LDH/BHSF upon termination of the contract. The Contractor must have:

1. A system in place, written policies and procedures, and internal controls documented, for establishing and maintaining current and archived provider and contractor files in a secure and confidential manner as required by federal and state rules and regulations (e.g., meet any applicable HIPAA requirements).
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:
  - The accuracy of software and data at return to operation.
  - The ability to return to full capacity as soon as possible.
  - The storage of data in multiple data centers to address fault tolerance of a single facility.
  - The server should be designed to employ a method of redundancy for operational integrity and production.
  - 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.
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.

### **Turnover Plan**

The Contractor will develop a turnover plan within 30 days of contract approval by the Office of State Procurement, acceptable to BHSF in its sole discretion. The turnover plan and any modification or updates must be prior approved by BHSF. 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 conclusion of the contract period.

### **Liquidated Damages**

1. In the event the Contractor fails to meet the performance standards specified within the contract, liquidated damages may be assessed as outlined in Attachment C.
2. If assessed, the liquidated damages will be used to reduce BHSF's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, BHSF may reassert the assessment of liquidated damages, even following contract termination.
3. The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - a. The duration of the violation;

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

### **Fraud and Abuse**

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. 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.

### **Performance Measures**

#### **The Contractor shall:**

1. Submit monthly reports. Reports for each month shall be received electronically by 15<sup>th</sup>. Monthly reports include but are not limited to:
  - a. Call Center Quality Assurance
    - i. Average On Hold Time shall be less than 1 minute each month
    - ii. Average Daily Call Abandonment Rate shall be less than 9 %
  - b. Trips Authorized, by Parish, by Provider
  - c. Pick Up and Delivery Performance
  - d. Denials, Cancellations, and No-Shows
  - e. Trip data for all trips performed monthly to include trip ID, recipient ID, provider ID, pickup and drop off addresses and rate authorized/paid.
  - f. Complaints and Resolutions (to include resolutions? If so, please add)
  - g. Recipient eligibility
2. Systems Performance
  - a. Exchange all required files with the Medicaid fiscal intermediary

### **Monitoring**

The LDH contract monitor shall:

1. Be available for consultation by phone, e-mail, and face-to-face meetings to discuss priorities and provide direction;
2. Meet with the contractor as necessary, by telephone to ensure that work toward the completion of deliverables is being accomplished; and
3. Review and approve monthly detailed invoices.

Contract monitoring will be at the direction of the Medicaid Director or his/her designee:

Jen Steele  
Medicaid Director  
Department of Health and Hospitals  
Bureau of Health Services Financing  
628 North 4th St.  
Baton Rouge, LA 70821

Phone: (225) 342-9240  
[Jen.steele@la.gov](mailto:Jen.steele@la.gov)

| Performance Measurement   | Standard   | Guarantees and Liquidated Damages  |
|---|--|--|
| <p><b>1. Medicaid Member Intake Worksheet</b></p> <p>The Contractor shall complete a computerized Medicaid member intake worksheet (the “Worksheet”) at the time of contact for each request made by a Medicaid member. The Contractor shall develop and submit to DHH, for prior written approval, a model Worksheet that includes, but is not limited to the information referenced in the Contract.</p>  | <p>The Contractor shall submit the model Worksheet to DHH within thirty (30) calendar days after contract execution. The Contractor understands and agrees that it has not met this standard if the Department does not approve its model Worksheet on or before go live. If the Department rejects the model Worksheet, it shall provide written reasons for the rejection, guidance on how to correct the model Worksheet, and a date by which the model Worksheet shall be submitted to DHH.</p> <p>At the time a request for transportation is received, a computerized member worksheet must be completed and maintained by the Contractor that contains information as outlined in the Program Requirements.</p> | <p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to submit the Worksheet on the specified date or make available to DHH, upon request, a completed Worksheet for any Medicaid member on whose behalf NEMT services have been provided under this Contract.</p> |
| <p><b>2. Denial of Service</b></p> <p>The Contractor shall provide written notices To the members or their lawful representatives within three (3) business days of the day a trip is denied, suspended or terminated. The notice shall include the specific reason for the denial, suspension or termination and an explanation of the member’s appeal rights. The letter shall be written in a way that the Medicaid member is able to understand the notice (sixth grade level).</p> | <p>The Contractor shall provide specific written reasons for denial, suspension or termination of NEMT services to the Medicaid member or its lawful representative and grant the Medicaid member the right to appeal any such decision within three (3) business days of the determination. A copy of the letter must be maintained in the Contractor’s file.</p>   | <p>The Contractor shall pay the Department \$500.00 per calendar day for each calendar day that it fails to meet this Standard.</p>  |

| Performance Measurement   | Standard   | Guarantees and Liquidated Damages   |
|---|--|---|
|   | The Contractor shall submit copies of any notices provided pursuant to this performance measurement within two (2) business days of a request from DHH.  | The contractor shall pay the Department \$250.00 per business day that it fails to make notices available to DHH timely.  |
| <b>3. Correspondence to Members</b><br><br>All correspondence developed by the Contractor intended for a Medicaid member shall be reviewed and approved by DHH prior to mailing.  | Prior written approval by DHH is required before Contractor sends any correspondence to a Medicaid member.   | The Contractor shall pay the Department \$250.00 per occurrence when it fails to obtain prior written approval from DHH before mailing member correspondence.   |
| <b>4. Hours of Operation</b><br><br>The Contractor shall establish a duly licensed non-residential business office that is located within the State of Louisiana and is open to conduct the general administration functions of the business between the hours of 6:00 a.m. to 6:00 p.m., CST, Monday through Friday. Additionally the Contractor shall have the capacity to send and receive facsimiles at the central business office at all times during business hours. | <p>The local business office, whose address shall be reflected on all documentation, shall be open Monday through Friday from 6:00 a.m. to 6:00 p.m., Central time, during the term of the contract with the exception of the following holidays:<br/>New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.</p> <p>The Contractor shall have fully functioning facsimile equipment at the local business office for the life of this Contract.</p> | <p>The Contractor shall pay the Department \$2500.00 for each calendar day or any part thereof that the Contractor's local business office is not established within 30 days after contract execution. In addition, the Contractor shall pay the Department \$100.00 for each calendar day or part thereof that the local business office is not open during regular business hours as defined in this performance measurement.</p> <p>The Contractor shall pay the Department \$100.00 per hour or part thereof, that the Contractor's facsimile capability is not operable during regular business hours.</p> |



| Performance Measurement   | Standard   | Guarantees and Liquidated Damages  |
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| <p><b>5. Telephone System and Scheduling Requirements</b></p> <p>The Contractor shall provide Medicaid members or their lawful representatives with a current operable long-distance toll free telephone number with which to schedule trips.</p> <p>The Contractor shall have multi-lingual capabilities and access for the hearing and speech impaired. Access may be satisfied by use of the Relay Center.</p> <p>The Contractor shall have sufficient toll free telephone lines, staff, and support equipment to meet performance requirements as stated in the Telephone and Scheduling Requirements Section of the Program Requirements document The Contractor shall also have a telecommunications system and appropriate personnel available to allow for “paging” after-hours, including but not limited to nights, weekends, and State holidays.</p> | <p>The Contractor shall provide telephone scheduling services with sufficient capacity between the hours of 6:00 a.m. to 6:00 p.m. Central time, Mondays through Fridays. The Contractor’s average occupancy rate (i.e. the average number of customer service representatives providing telephone scheduling services) must not be less than 80% in a given month.</p> <p>The Contractor shall have multi-lingual capabilities and supply access for speech and hearing impaired individuals to address and handle the communication needs of the applicable NEMT Program Region.</p> <p>The Contractor’s average speed of answer (ASA) shall not exceed 60 seconds within a given month. “Answer” shall mean for the caller to speak with a live representative.</p> <p>The Contractor’s abandoned call rate shall not exceed 9% of the calls received in a given month.</p> <p>The Contractor’s average hold time shall not exceed 60 seconds in a given month.</p> <p>The Contractor shall be responsible for arranging services for non-routine appointments.</p> <p>The Contractor shall make available to DHH access to the telephone system for on- site and remote monitoring purposes.</p> | <p>The Contractor shall pay the Department \$250.00 for any month in which the average occupancy rate is less than 80%; plus an additional \$100.00 for each additional percentage point less than 80%.</p> <p>The Contractor shall pay the Department \$250.00 per calendar day for any part of a day that it fails to have multi-lingual capabilities or capabilities for the hearing and speech impaired.</p> <p>The Contractor shall pay the Department \$250.00 for any month in with the average speed of answer rate exceeds 60 seconds, plus an additional \$100.00 for each additional second above the performance standard.</p> <p>The Contractor shall pay the Department \$250.00 for any month in which the abandoned call rate exceeds 9% percent, plus an additional \$100.00 for each additional percentage point above 9%.</p> <p>The Contractor shall pay the Department \$250.00 for any month the average hold time exceeds 60 seconds, plus an additional \$100.00 for each additional second above the performance standard.</p> <p>The Contractor shall pay the Department \$100.00 for each incident in which the Contractor’s paging system fails to respond appropriately.</p> <p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to make the telephone system available for DHH or its agent.</p> <p>3</p> |

| Performance Measurement  | Standard  | Guarantees and Liquidated Damages   |
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| <p><b>6. Urgent Care</b></p> <p>The Contractor shall arrange transportation services for a Medicaid member when he or she requests services for Urgent Care and no other means of appropriate transportation exist.</p>  | <p>The Contractor shall ensure that members shall be transported the same day of request for Urgent Care or in the event that the provider's scheduling shall not allow for the routine two (2) day notification to request transportation, the notification shall be waived and the member shall be transported appropriately.</p> <p>In addition, valid requests for Urgent Care transport shall be honored within three (3) hours of the time the request is made.</p> | <p>The Contractor shall pay the Department \$500.00 for each incident of inappropriate denial of urgent care transport as defined in the Program Requirements document or failure to schedule transport with less than two days advance notification where good cause for the reduced time frame can be shown.</p> <p>The Contractor shall pay the Department \$100.00 per hour for each incident of late response after the three hour time frame.</p> |
| <p><b>7. Discrimination and Harassment</b></p> <p>Contractor shall take all reasonable steps to prevent, minimize, and stop all forms of discrimination or harassment involving Medicaid members, including but not limited to discrimination or harassment based on or related to race, gender, religion, national origin, sexual orientation, disability, economic status, or any other lawfully protected group or status. In addition, the requirements set forth herein shall be included in and made part of any Contract or Agreement between the Contractor and any subcontractor or other vendor, which relates to the services provided under this Contract.</p> | <p>The Contractor shall prevent, minimize, and stop all forms of discrimination or harassment.</p>  | <p>The Contractor shall pay the Department \$1,000.00 per calendar day for any part of a day that it fails to institute appropriate training and policies and procedures concerning discrimination or harassment. Additionally, the Contractor will be subject to the applicable State and federal laws regarding discrimination and harassment.</p>  |

| Performance Measurement  | Standard  | Guarantees and Liquidated Damages  |
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| <p><b>8. Record Retention</b></p> <p>The Contractor shall maintain all records in the manner and fashion required by the RFP, the Program Requirements document, and this contract. All records shall be made available for review by authorized DHH, Federal and State personnel within two (2) business days of the request or immediately upon request. Please note that the term “record” or “records” shall have the same meaning attributed to it in the Contract.</p> | <p>The Contractor shall maintain all records and provide them to the Department within two (2) business days or upon request. Contractor shall preserve and make available all of its records pertaining to the performance under this Contract for a period of five (5) years from the date of final payment under this Contract, and for such period, if any as is required by applicable statute or by any other section of the Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of termination or of any resulting final settlement. The Department’s decision on the matter shall be conclusive, final, and not subject to appeal or review.</p> | <p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to make the records available within the time specified in this performance measurement</p> |

| Performance Measurement  | Standard  | Guarantees and Liquidated Damages   |
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| <p><b>9. Operational Procedures Manual</b></p> <p>The Contractor shall develop an operational procedures manual that delineates all procedures to be used in the scheduling and delivery of transportation services (the “Manual”). In no case may the Contractor begin operations without a DHH-approved operational procedures manual.</p> <p>In addition, the Manual shall be reviewed and updated whenever changes in the operation of the business are made. Updates to the Manual require prior written approval from DHH.</p> | <p>The Manual shall be submitted to DHH for prior review and approval at least forty (40) calendar days prior to the start of operations. Modifications required by DHH shall be incorporated into the Manual within ten (10) business days of notification.</p> <p>DHH also reserves the right to require modifications to the Manual as long as this Contract is in effect. Required updates shall be submitted to DHH for prior approval within ten (10) business days of the request.</p> | <p>The Contractor shall pay the Department \$500.00 per calendar day for each calendar day that it fails to submit the Operational Procedures Manual to DHH within the required time period.</p> <p>The Contractor shall pay the Department \$200.00 per calendar day for each calendar day after ten (10) days that it fails to submit the required updates.</p> |
| <p><b>10. Appeals</b></p> <p>The Contractor shall provide written explanation within three (3) business days of the day that a trip is denied, suspended, or terminated (the “Notice”). In addition to an explanation of the action, the Notice shall inform the Medicaid member of his or her appeal rights regarding the action.</p>   | <p>The Contractor shall use notice of appeal letters developed by DHH and shall provide Notice to the members within three (3) business days as prescribed.</p>   | <p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day that the notice is not sent within three (3) days of the date that a trip is denied, suspended, or terminated.</p>  |

| Performance Measurement  | Standard  | Guarantees and Liquidated Damages  |
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| <p><b>11. Complaints</b></p> <p>The Contractor shall be responsible for recording and responding to all complaints regarding, related to, and based on the delivery of services required under this Contract. Recording and resolution of complaints shall be pursuant to the procedure and manner set forth in the Program Requirements document.</p> | <p>Contractor’s review and resolution of complaints is subject to discretionary review by DHH and may be reversed by DHH.</p> <p>The Contractor shall respond verbally to the person or entity making the complaint within twenty-four (24) hours of the Contractor’s receipt of the complaint and, upon request, provide DHH a written record of the complaint and resolution including any corrective action within five (5) business days of receipt of DHH’s request.</p> | <p>The Contractor shall pay DHH \$250.00 per business day for each business day that it does not respond to complaints as outlined in the Program Requirements document.</p> |



| Performance Measurement   | Standard   | Guarantees and Liquidated Damages  |
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| <p><b>12. Staffing</b></p> <p>The Contractor shall meet or exceed all staffing requirements specified in the Program Requirements document.</p> | <p>The Contractor’s Supervisory personnel shall be available to DHH staff within thirty (30) minute response time during all hours of operation.</p> <p>The Contractor shall maintain sufficient levels of supervisory and support staff with appropriate training and work experience to perform all Contract requirements on an on-going basis.</p> <p>DHH may approve or disapprove any proposed changes in key staff, or require the removal or reassignment of any Contractor employee or subcontractor employee that the Department deems to be unacceptable.</p> <p>Contractor shall provide the DHH Program Director with a staff roster every ninety (90) days during the term of the Contract. This roster shall set forth the names of all members of Contractor’s staff , their areas of assignment and the number of hours they are required to work.</p> | <p>The Contractor shall pay the Department \$100.00 per 30 minute interval after the initial time frame that supervisory personnel are not available to the staff.</p> <p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day that it does not maintain sufficient levels of supervisory and support staff with appropriate training and work experience that reflects the population being served in each region.</p> <p>The Contractor shall pay the Department \$500.00 per incident if there is a change in key staff without DHH’s approval.</p> <p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day after the ninety (90) it fails to submit the staff roster</p> |

| Performance Measurement   | Standard   | Guarantees and Liquidated Damages   |
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| <p><b>13. Quality Assurance Plan</b></p> <p>The Contractor shall develop and maintain an on- going quality assurance plan (the “QA Plan”) that includes the components set forth in the Program Requirements document.</p>  | <p>The QA Plan shall be submitted to DHH for review and approval at least forty (40) calendar days prior to the start of operations.</p> <p>Modifications required by DHH shall be incorporated into the Manual within ten (10) business days of notification.</p> <p>The QA plan shall be reviewed at least annually and any revisions shall be submitted to DHH for review and approval at least thirty (30) calendar days prior to use.</p> | <p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day after forty (40) calendar days that it fails to submit the QA Plan. The Contractor shall pay the Department \$100.00 per day for each calendar day that the QA Plan is put into use without DHH approval of its modifications to the Plan</p> |
| <p><b>14. Performance Review and Monitoring</b></p> <p>DHH may review Contractor’s records or conduct on-site reviews at any time so as to ensure compliance with the Program Requirements document, the Contract, and State or Federal standards. In addition, all of the Transportation Provider’s files shall be made available to DHH or its agent(s) for inspection at any time.</p> | <p>In order to ensure compliance with the Program Requirements document, the Contract, and State or Federal standards, DHH staff or its agent(s) may ride on trips. Additionally, the Contractor agrees to make all records related to Medicaid Members and services provided under this Contract available to DHH within two (2) business days of the request or immediately upon request from DHH.</p>                                       | <p>The Contractor shall pay DHH \$1,000.00 per calendar day for each calendar day that it fails to allow DHH access to the records or conducts reviews as specified in the Program Requirements document.</p>   |

| Performance Measurement  | Standard   | Guarantees and Liquidated Damages  |
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| <p><b>15. Homeland Security Considerations</b></p> <p>The Contractor shall perform the services to be provided under this Contract entirely within the boundaries of the United States. Also, Contractor shall not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.</p> | <p>The prohibitions in this Performance Measurement shall also apply to any and all agents used by the Contractor to perform any services under this Contract.</p>       | <p>The Contractor shall pay DHH \$5,000.00 per calendar day for each calendar day that any part of this Performance Measurement or Standard is not met.</p>  |
| <p><b>16. Reports</b></p> <p>All reports and other information described in the Contract shall include the items and components described in the Program Requirements document.</p>  | <p>All reports and other information described in the Program Requirements document shall be delivered to DHH in final form on or before their respective due dates.</p> | <p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to submit the reports and other information as required by the Program Requirements document.</p> |

| Performance Measurement  | Standard  | Guarantees and Liquidated Damages   |
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| <p><b>17. General Failure to Comply with Contract Term, Provision, or Condition</b></p> <p>If the Contractor fails to meet a term, condition, or requirement of the Contract that is not specifically addressed in one of the above Performance Measurements and financial damages are difficult or impossible to ascertain exactly, the Contractor agrees that DHH may assess additional liquidated damages in those cases.</p> <p>In addition, DHH may identify any other condition resulting from Contractor non-compliance with the Program Requirements document and contract through routine monitoring activities. DHH shall notify the Contractor in writing of the non-compliance and designate a reasonable time for correction of the non-compliance.</p> | <p>DHH reserves the right to assess additional damages that are difficult or impossible to determine in the event of an unexpected event or deficiency.</p> <p>The Contractor shall submit a corrective action plan after being notified by DHH that a deficiency exists.</p> | <p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to meet any part of this Performance Measurement or Standard.</p> <p>The Contractor shall pay the Department \$200.00 per calendar day for each calendar day that the corrective action plan has not been received by DHH.</p> |
| <p><b>18. Eligibility Verification System</b></p> <p>The Contractors are required to maintain the most current Medicaid eligibility information and verify Medicaid eligibility.</p>   | <p>The Contractor shall have the ability to verify Medicaid eligibility at all times.</p>   | <p>The Contractor shall pay the Department \$100.00 per calendar day or part thereof that the Contractor fails to have a mechanism to verify eligibility.</p>   |

| Performance Measurement   | Standard   | Guarantees and Liquidated Damages  |
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| <p><b>19. Computer Requirements</b></p> <p>The Contractor shall assist DHH in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its amendments, rules, procedures and regulations. The Contractor's system shall conform to HIPAA standards for information exchange. The Contractor must have a system that is flexible and can accommodate changes needed to support DHH policy changes.</p> <p>The Contractor shall also maintain in the central business office sufficient computer hardware and software to support automated call intake, eligibility verification, needs assessment and trip reservations, as well as to meet the monthly reporting requirements established under the Program Requirements document.</p> | <p>The Contractor shall have a computer database that is available to DHH or its agent that shall transmit and receive all applicable transactions required by HIPAA in the version deemed by DHH.</p> <p>The Contractor shall also maintain a computer system that shall support the accurate scheduling of trips for eligible members.</p> | <p>The Contractor shall pay the Department \$200.00 for each calendar day the Contractor does not have the database available to DHH or its agent and is not loaded and available for use.</p> <p>The Contractor shall pay the Department \$200.00 for each calendar day that the Contractor fails to have a computer system in place that supports the accurate scheduling of trips or payments to the providers.</p> |
| <p><b>20. Equal Employment Opportunity Plan</b></p> <p>The Contractor shall develop an Equal Employment Opportunity Plan and submit it to DHH for review and approval at least thirty (30) calendar days prior to the start of operations. The Contractor shall incorporate modifications required by DHH within ten (10) business days of notification.</p>  | <p>In no case shall a Contractor be allowed to begin operations without an approved Equal Employment Opportunity Action Plan (EEOAP). The EEOAP shall be revised on an annual basis and resubmitted for DHH approval no later than July 31st of each year that this Contract is in effect.</p>   | <p>In no case shall a Contractor be allowed to begin operations without an approved Equal Employment Opportunity Action Plan (EEOAP). The EEOAP shall be revised on an annual basis and resubmitted for DHH approval no later than July 31st of each year that this Contract is in effect.</p>   |



| Performance Measurement   | Standard   | Guarantees and Liquidated Damages   |
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| <p><b>21. Turnover Plan</b></p> <p>The Contractor shall after thirty (30) days of the notification of the award of the contract, submit a Turnover Plan to DHH for approval. Thereafter, an updated Plan will be due annually to coincide with the anniversary of delivery of the initial plan and additionally as may be requested by DHH.</p> | <p>The Turnover Plan shall be submitted to DHH for approval no later than thirty (30) days after the notification of the award of the contract. Contractor shall also submit an updated Turnover Plan annually to coincide with the anniversary of delivery of the initial plan and within thirty (30) calendar days of any special DHH request.</p> | <p>The Contractor shall pay the Department 1% of the monthly payment due in the month that the initial Turnover Plan is due if it is not provided in the timeframe specified herein.</p> <p>The Contractor shall pay the Department 1% of the monthly payment due in the month that subsequent updates required herein are not submitted as provided for in this Performance Measurement.</p> |
| <p><b>22. Implementation Work Plan</b></p> <p>The Contractor shall prepare and maintain an implementation work plan that includes all the activities required to begin operations successfully under the Contract.</p>  | <p>A preliminary work plan must be submitted with the proposal. The Contractor must submit for DHH review and approval, a final work plan within fifteen (15) business days after Contract execution.</p>  | <p>The Contract shall pay the Department \$500.00 per day for each calendar day that the work plan is not submitted within fifteen (15) days of Contract execution.</p>   |

| Performance Measurement  | Standard  | Guarantees and Liquidated Damages   |
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| <p><b>23. Business Continuity and Emergency Management Plan</b></p> <p>The Contractor shall develop and maintain a Business Continuity and Emergency Management Plan designed to minimize any disruption to transportation services caused by a disaster at the Contractor’s local office or other facilities. It is the sole responsibility of the Contractor to maintain adequate backup to ensure continued scheduling and transportation capability.</p> | <p>The Business Continuity and Emergency Management Plan shall be submitted to DHH for review and approval at least thirty (30) calendar days prior to the start of operations. The Contractor must incorporate modifications required by DHH with ten (10) calendar days of notification. In no case, will the Contractor be allowed to begin operations without an approved Business Continuity and Emergency Management Plan. The Contractor shall update on an annual basis and submit a complete revised plan within fifteen (15) calendar days following the end of each State Fiscal Year, or in the event the Contract is terminated prior to the end of the Fiscal Year, within fifteen (15) calendar days following the effective Termination Date. In addition, the Contractor shall make changes within ten (10) calendar days of changes in procedures.</p> <p>Contractor shall conduct an annual Emergency Management Plan Review and exercise/drill at the Contractor’s own expense. The Contractor must notify DHH in writing a minimum of five (5) business days in advance of the date of the exercise/drill. A written report of the findings must be delivered to DHH within fifteen (15) calendar days of the date that the test is conducted.</p> | <p>The Contractor shall pay the Department \$1000.00 per calendar day for each calendar day that it fails to submit a Business Continuity and Emergency Management Plan to DHH for approval. The Contractor shall also pay \$500.00 per calendar day for each day that it fails to submit modifications to the plan to DHH within the time frames specified in the Program Requirements document.</p> <p>The Contractor shall pay the Department \$250.00 per calendar day for every calendar day that it fails to submit the report and other information as required by the Contract.</p> |

| Performance Measurement   | Standard   | Guarantees and Liquidated Damages   |
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| <p><b>24. Customer Surveys</b></p> <p>The Contractor must contract with an independent agent to conduct monthly customer service satisfaction surveys. The methodology for administering the survey is subject to DHH approval.</p> | <p>Copies of the customer satisfactory surveys report results and methodology for analyzing the data are due to DHH by the 10th day of each month.</p> | <p>The Contractor shall pay the Department \$500.00 per calendar day for each day that it fails to submit copies of the customer satisfactory surveys report results and methodology to DHH within the time frame specified in the Program Requirements document.</p> |

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

**LOUISIANA CONTRACT**


The undersigned, being all of the shareholders and directors of 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:

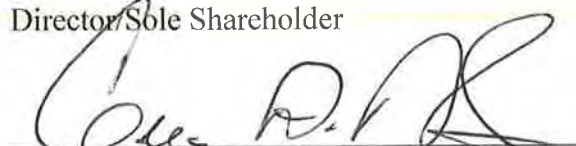
WHEREAS, the Board of Directors has determined that it is in the best interests of the Corporation and its shareholders to enter into a contract for services with the State of Louisiana;

RESOLVED, that the Board of Directors approves the contract to be entered into 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 to enter into such contract.

FURTHER 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.

IN WITNESS WHEREOF, the undersigned shareholder and directors of hereunto executed this consent as of the 2nd day of September, 2014.

  
STEVE R. ADAMS  
Director/Sole Shareholder

  
GREG ADAMS  
Director



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

April 1, 2017

EXHIBIT 2

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

**RE: Justification for Multi-Year Contract**

Dear Ms. Rice:

The Louisiana Department of Health's Bureau of Health Services Financing seeks to enter into a three-year contract with Southeastrans, Inc. to provide efficient and effective non-emergency medical transportation to the fee-for-service Medicaid population who are not members of a Healthy Louisiana managed care organization. The department requests your approval to enter into the contract, understanding that payment for subsequent fiscal years shall be subject to the availability of funds.

We appreciate your assistance in this matter and we hope that you will give this contract your favorable consideration and approval.

Should you need further information, please contact me via telephone at (225) 342-3613 or via e-mail at [denis.beard@la.gov](mailto:denis.beard@la.gov).

Sincerely,

A handwritten signature in blue ink that reads "Denis S. Beard".

Denis S. Beard  
Rate Setting and Audit Section



# **Southeastrans**

## **Business Continuity/ Disaster Recovery Plan**

Updated: June 30, 2016

## **Southeastrans Business Continuity and Disaster Recovery Plan**

Southeastrans maintains strict data backup and disaster recovery standards to reduce the possibility of data loss due to acts of nature, power loss, fire, or other disasters that may occur. We currently have a Disaster Recovery Plan in place for all our NET contracts. The plan is updated on an annual basis and submitted to our clients for review and approval. Interim updates are completed within 10 business days of a change in procedure. Furthermore, modifications to the plan required by client are incorporated into the plan within 10 calendar days of notification.

Southeastrans' Business Continuity and Disaster Recovery Plan is designed to prevent interruption of transportation services in the event of a natural, man-made or other unforeseen disaster, or any other catastrophic event that negatively impacts Southeastrans core business functions. More specifically, the purpose of the Business Continuity and Disaster Recovery Plan is to:

1. Ensure the safety of all employees of Southeastrans located inside office buildings occupies by Southeastrans.
2. Minimize disruption of transportation services caused by a disaster at or near the Southeastrans Call Center and Network Operations Center.
3. Reduce the risk of any loss of data essential to the operations of the scheduling and transportation software system.
4. Identify adequate data backup and restoration procedures to ensure continued scheduling and transportation capability in Southeastrans' regions or areas of responsibility.
5. Ensure the continued operation of communication services with the members, transportation providers, and medical facilities in our regions.
6. Provide a contingency plan for acute staff shortages due to communicable disease or illness epidemics or pandemics such as N1H1 Influenza or other external event that impacts Southeastrans ability to receive requests for and render transportation services.

In addition to these processes, Southeastrans also has call center rollover provisions in place to accept DCH member's telephone calls and schedule transportation from our Chattanooga, Tennessee call center.

While Southeastrans periodically tests our call center rollover and disaster recovery procedures, we also conduct a full disaster recovery plan review and exercise/drill at least every two calendar years, or more often based on contract negotiations.

### **Disaster or Catastrophic Procedures**

In order to minimize the effects of a disaster or other catastrophic event at Southeastrans' Call Center, we have implemented the following measures:

1. Southeastrans' Call Center, administrative offices and NOC are located in a secure building that has 24-hour security, requires electronic key access after business hours and is protected by a locked gate that can only accessed by electronic key access.
2. Important records, back-up disks and tapes are secured in locked office spaces inside fireproof safes and/or filing cabinets.

3. Southeastrans' Call Center and administrative offices have smoke and heat detectors, sprinkler systems and portable fire extinguishers. In addition, emergency procedures are posted and employees are instructed how to respond to smoke or fire emergencies.
4. The network database and domain servers are connected to powerful Uninterruptible Power Supplies (UPS) that are automatically activated in the event of a loss of electrical power. This allows the servers to run for a limited period of time while we activate an Emergency Plan of Action to re-route telephone and communications traffic. It also allows the servers to be shut down in a controlled manner which reduces the possibility of data loss.
5. Southeastrans has fault-tolerant computer servers working on our network. These computers are installed with multiple hard drives that are formatted with various Raid Level configurations. In the event that one hard drive fails, a spare hard drive is automatically activated and the data is re-written across this drive as well. All of this is done with no human interaction, which reduces the risk of data loss due to hard drive failure.
6. Southeastrans utilizes a sophisticated Avaya and ShoreTel telephony platform and phone system at our Call Centers. The telephone lines are routed through multiple incoming telephone circuits (or PRI's) instead of one or even multiple copper telephone wires. Therefore, we have less of a potential for complete telephone failure due to line outages because we do not rely on traditional, copper telephone lines.
7. In the event of sustained power failure or other catastrophic event in the Georgia Call center, all calls will be immediately directed to our Tennessee Call Center to assure uninterrupted processing of transportation service requests. The transfer of calls between Georgia and Tennessee is a seamless operation that allows for complete redundancy of both Call Center operations.
8. The entire patient and dispatch database records are backed up once every hour to a different server on the network. In addition, the database is automatically backed up to a stand-alone terabyte storage drive as well as two separate servers on the network every night. In the event of a major disaster at our Call Center, these databases can be restored at one of our regional offices, which can be converted to a temporary Call Center while the disaster is assessed and other arrangements are made. In all, we backup the data on our SQL servers using three separate and complete methods to reduce the risk of data loss due to system failure.

These procedures are frequently reviewed and updated to include new technology that enhances continuity of operations and reduces downtime associated with disasters or catastrophic events.

### **Contingency Plan for Reductions in Staffing and/or Provider Network Resources**

In the event of an adverse external event that impacts Southeastrans' ability to appropriately staff the Call Center or to render transportation services due to interruptions within the NET Provider Network, Southeastrans will implement the following appropriate actions to maintain essential transportation services. Examples of adverse external events beyond the control of Southeastrans include, but are not limited to, unusually high employee absenteeism as a result of national, regional, or local outbreak of influenza or other communicable disease or illness, severe weather events such as ice storms that restrict or limit travel on public roads, or widespread fuel shortages.

If Southeastrans experiences unanticipated and acute reductions in call center staff, we will activate one or more of the following options to assure continuity of essential business operations:

1. Route calls to our secondary call centers in Chattanooga, Tennessee and Little Rock, Arkansas.

2. Route a portion of the incoming calls to the North Region office in Oakwood, Georgia.
3. Utilize existing Southeastrans personnel that do not routine process trip requests, but who are already trained in processing requests for transportation services to supplement call center staff. This would include managers, supervisors, and claims processing staff.

If Southeastrans' network of NET Providers is significantly compromised due to extensive employee absenteeism, fuel shortages, or widespread hazardous road conditions, Southeastrans will implement the following triage guidelines to ensure the availability of transportation services for the most essential or urgent need. At a minimum, trips for the following conditions will be provided in the order presented.

1. Dialysis
2. Hospital Discharges
3. Prescriptions (and doctor appointments for prescriptions that cannot be called in to the pharmacy)
4. Wound Care
5. Urgent Care
6. Outpatient Surgery
7. Post-Operative Follow-up
8. Medication Administration (mental health services)

During events that limit traditional NET Providers from rendering services in a timely or safe manner, Southeastrans may elect to increase utilization of public service agencies such as emergency medical services to render essential transportation services.




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Approval Signature/Attestation

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Chief Executive Officer

Title

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06/30/16

Date



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

April 1, 2017

EXHIBIT 4

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

**RE: Out of State Justification for Contract with Southeastrans, Inc. (LaGov PO # 2000236756)**

Dear Ms. Rice:

The above referenced contract with Southeastrans, Inc. is for the purpose of providing efficient and effective non-emergency medical transportation to the fee-for-service Medicaid population who are not members of a Healthy Louisiana managed care organization. The contractor has demonstrated its capacity and experience in providing these services.

The contractor is authorized by the Secretary of State to do business in Louisiana. Documentation from the Secretary of State Office is attached.

Should you need further information, please contact me via telephone at (225) 342-3613 or via e-mail at [denis.beard@la.gov](mailto:denis.beard@la.gov).

Sincerely,

A handwritten signature in blue ink that reads "Denis S. Beard".

Denis S. Beard  
Rate Setting and Audit Section

## Exhibit 5

Tom Schedler  
Secretary of State

State of  
Louisiana  
Secretary of State

COMMERCIAL DIVISION  
225.925.4704



Seal

Fax Numbers  
225.932.5317 (Admin.  
Services)  
225.932.5314 (Corporations)  
225.932.5318 (UCC)

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| Name                | Type                                 | City    | Status |
|---------------------|--------------------------------------|---------|--------|
| SOUTHEASTRANS, INC. | Business Corporation (Non-Louisiana) | ATLANTA | Active |

#### Previous Names

Business: SOUTHEASTRANS, INC.

Charter Number: 41625752F

Registration Date: 8/29/2014

#### Domicile Address

4751 BEST ROAD, SUITE 300

ATLANTA, GA 30337

#### Mailing Address

4751 BEST ROAD, SUITE 300

ATLANTA, GA 30337

#### Principal Business Office

4751 BEST ROAD, SUITE 300

ATLANTA, GA 30337

#### Registered Office in Louisiana

3867 PLAZA TOWER DR., 1ST FLOOR

BATON ROUGE, LA 70816

#### Principal Business Establishment in Louisiana

8032 SUMMA AVENUE, SUITE C

BATON ROUGE, LA 70809

#### Status

Status: **Active**

Annual Report Status: **In Good Standing**

Qualified: 8/29/2014

Last Report Filed: 8/9/2016

Type: Business Corporation (Non-Louisiana)

#### Registered Agent(s)

## Exhibit 5

Agent: INCORP SERVICES, INC.  
Address 1: 3867 PLAZA TOWER DR., 1ST FLOOR  
City, State, Zip: BATON ROUGE, LA 70816  
Appointment Date: 8/29/2014

## Officer(s)

Additional Officers: No

Officer: STEVE ADAMS  
Title: President  
Address 1: 4751 BEST ROAD, SUITE 300  
City, State, Zip: ATLANTA, GA 30337  
Officer: BENJIE ALEXANDER  
Title: Secretary  
Address 1: 4751 BEST ROAD, SUITE 300  
City, State, Zip: ATLANTA, GA 30337

## Amendments on File (1)

| Description             | Date      |
|-------------------------|-----------|
| Disclosure of Ownership | 8/29/2014 |

[Print](#)



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

May 17, 2017

EXHIBIT 6

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

Re: Justification for Late Contract LAGOV# 2000236756

Dear Ms. Rice:

The above referenced contract with Southeastrans, Inc., is to provide efficient and effective non-emergency medical transportation to the fee-for-service population who are not members of a Healthy Louisiana managed care organization.

This contract is being submitted late due to unforeseen delays in contract processing.

Your approval of this contract is appreciated.

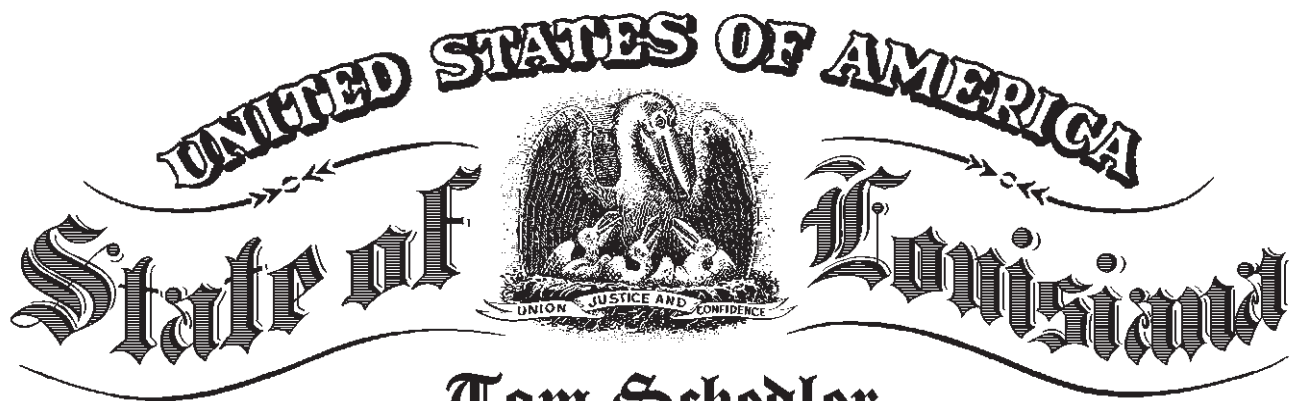
If further information is needed, please call me at (225)-342-6116.

Sincerely,

A handwritten signature in blue ink that reads "Denis S. Beard".

Denis S. Beard  
Rate Setting and Audit Section





**Tom Schedler**

SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

the Application Form for Certificate of Authority of

**SOUTHEASTTRANS, INC.**

Domiciled at ATLANTA, GEORGIA,

Was filed and recorded in this Office on August 29, 2014.

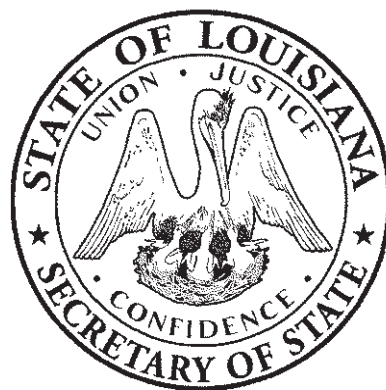
Thus authorizing the corporation to exercise the same powers, rights and privileges accorded similar domestic corporations, subject to the provisions of R. S. 1950, Title 12, Chapter 3, and other applicable laws.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

August 29, 2014

*Secretary of State*

WEB 41625752F



Certificate ID: 10523177#TLJ62

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.  
**[www.sos.louisiana.gov](http://www.sos.louisiana.gov)**