



Bureau of Health Services Financing

**REQUEST FOR PROPOSALS
For
LOUISIANA MEDICAID TRANSPORTATION BROKER**

**Louisiana Department of Health
RFP #: 3000018038
Proposal Due Date/Time: January 4, 2022 by 3:00 p.m. CST
Release Date: November 15, 2021**

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LIST OF MANUALS AND GUIDES

Louisiana Medicaid 837 Health Care Claim Companion Guides
Louisiana Medicaid HIPAA 5010A General Companion Guide
MCO Manual
MCO System Companion Guide
Medicaid Services Manual

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

- 1.1.1** The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in serving as the single Transportation Broker for Non-Emergency Medical Transportation (NEMT) and Non-Emergency Ambulance Transportation (NEAT) services statewide to Beneficiaries participating in the Louisiana Medicaid Program, utilizing the most cost effective manner and in accordance with the terms and conditions set forth herein.
- 1.1.2** This RFP solicits proposals, details proposal requirements, defines minimum service requirements, and outlines the State's process for evaluating proposals and selecting an entity to serve as the Transportation Broker.
- 1.1.3** Pursuant to the RFP, the Louisiana Department of Health (LDH) intends to enter into a contract with the Transportation Broker for its Fee-for-Service (FFS) program. If a Louisiana Medicaid Managed Care Organization (MCO) elects to contract with a Transportation Broker to coordinate transportation services for its Enrollees, the successful Proposer shall contract with the MCO.
- 1.1.4** LDH seeks to contract for the needed services and to give all qualified businesses, including those that are owned by minorities, women, persons with disabilities, and small business enterprises the opportunity to do business with the State.

1.2 Background

- 1.2.1** Title XIX of the Social Security Act (Act) authorizes federal grants to states to implement the medical assistance program (Medicaid) to provide health coverage for low-income adults, children, pregnant women, elderly adults, and people with disabilities. The Children's Health Insurance Program (CHIP), authorized by Title XXI of the Act, provides federal matching funds to states to expand health insurance coverage for children above states' Medicaid eligibility levels, through Medicaid and/or separate CHIP programs. Medicaid and CHIP are funded by both the Federal and State government and cover a wide range of services, including physicians, hospitals, nursing homes, and home and community-based services. Although the Federal government establishes the general rules for Medicaid and CHIP, specific requirements are established by each state.
- 1.2.2** LDH is the single state agency designated to administer or supervise the administration of the Medicaid program and the Louisiana Children's Health Insurance Program (LaCHIP) in accordance with Federal regulations set forth by the Centers for Medicare and Medicaid Services (CMS). The Bureau of Health Services Financing is the agency within LDH that is responsible for administering the Louisiana Medicaid Program.
- 1.2.3** The Louisiana Medicaid Managed Care Program, implemented in 2012, is designed to improve health outcomes through coordination of acute care, specialized behavioral health,

and medical transportation services for Beneficiaries. In 2016, Louisiana implemented the expansion of Medicaid eligibility under the Patient Protection and Affordable Care Act (PPACA). In 2018, Louisiana implemented the Dental Benefit Program, designed to provide dental services for Beneficiaries through a Prepaid Ambulatory Health Plan (PAHP).

- 1.2.4** In Louisiana, over 1.8 million Louisiana residents receive health care coverage through the Louisiana Medicaid Program. As of June 2021, over 1.7 million are enrolled with an MCO.

1.3 Goals and Objectives

The goal and objective for the Transportation Broker is to improve the coordination of transportation services to facilitate access to care and improve health outcomes.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about July 1, 2022 and is anticipated to end on or about June 30, 2025. With all proper approvals and concurrence with the successful Proposer, LDH may also exercise an option to extend for up to two (2), twelve (12)-month periods or twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval as authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment, to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3)-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

1.5.1 Glossary

Abuse	Practices that are inconsistent with sound fiscal, business, or medical practices, and result in unnecessary cost to the Medicaid program, or in payment for services that are not medically necessary, or that fail to meet professionally recognized standards for health care.
Addendum	A modification issued by LDH to modify the original solicitation document.
Adjudicate	To deny or pay a Clean Claim.
Beneficiary	An individual who has been determined eligible, pursuant to Federal and State law, to receive medical care, goods, or services under the Louisiana Medicaid Program.
Business Day	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding State holidays.
Business Hours	8:00 a.m. – 5:00 p.m. Central Time on Business Days.
Calendar Day	Each of the seven (7) days of the week. Unless otherwise specified, the term “day” in the contract refers to Calendar Day.
Can	A term that denotes an allowable activity, but not a mandatory requirement.

Centers for Medicare and Medicaid Services (CMS)	The agency within the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the State Children's Health Insurance Program under Title XXI of the Social Security Act.
Children's Health Insurance Program (CHIP)	Created in 1997 by Title XXI of the Social Security Act. Known in Louisiana as LaCHIP.
Claim	(1) A bill for services, (2) a line item of service, or (3) all services for one Beneficiary within a bill.
Clean Claim	A claim that can be processed without obtaining additional information from the provider of the service or from a third party. It includes a claim with errors originating in a claims system. It does not include a claim from a provider who is under investigation for Fraud or Abuse, or a claim under review for medical necessity.
Complaint	An expression of dissatisfaction or dispute about any aspect of the Contractor's functions.
Contract	The written agreement between LDH and the Contractor, which is comprised of the terms and conditions set forth herein and any amendments thereof, the RFP, and any addenda issued thereto, the Contractor's proposal, and any appendices, attachments, and exhibits thereto or incorporated therein by reference.
Contract Execution	When the Office of State Procurement approves the Contract.
Contractor	The entity that enters into the Contract with LDH for the provision of services described herein.
Corrective Action Plan (CAP)	A plan developed by the Contractor that is designed to ameliorate an identified deficiency and prevent reoccurrence of that deficiency. The CAP outlines all steps/actions and timeframe necessary to address and resolve the deficiency.
Deliverable	Any document, manual, file, plan, report, or responsibility performed by the Contractor to fulfill the requirements of the Contract.
Department	The Louisiana Department of Health, hereinafter referred to as LDH.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration.
Encounter Data	The records of services delivered to Beneficiaries through the Louisiana Medicaid Program. These records allow the Medicaid agency to track the services received by Beneficiaries. Encounter Data typically come from billed claims that providers submit to Transportation Brokers to be paid for their services. Encounter Data include all claims data and may include additional data if required by the State. Also referred to as "Encounter" or "Encounter Record."
Enrollee	Beneficiary who is currently enrolled in an MCO.
Fee-for-Service (FFS)	A method of provider reimbursement based on payments for specific services rendered.
Fee-for-Service (FFS) Rate	The reimbursement rate published on www.lamedicaid.com or on the weekly procedure file sent to the Contractor by the FI, or its equivalent,

	whichever is most current on the date of service. Also referred to as the “Medicaid rate.”
Fiscal Intermediary (FI)	LDH’s contractor responsible in the current delivery model for an array of support services including Medicaid Management Information System (MMIS) development and support, claims processing, pharmacy support services, provider support services, financial and accounting systems, prior approval and utilization management, fraud and abuse systems, and decision support.
Fiscal Year (FY)	The budget year - Federal Fiscal Year: October 1 through September 30; State Fiscal Year: July 1 through June 30.
Fraud	As relates to Medicaid Program Integrity, an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him or some other person. It includes any act that constitutes fraud under applicable federal or state law. Fraud may include deliberate misrepresentation of need or eligibility; providing false information concerning costs or conditions to obtain payment or certification; or claiming payment for services which were never delivered or received.
Full Time	Forty (40) hours per week.
Gas Reimbursement Provider	A classification of NEMT Provider that is an individual, including friends or family members. The provider may not reside at the same physical address as the Beneficiary being transported and may not transport more than five Beneficiaries or all of the members of one household.
Health Information	Any information, including genetic information, whether oral or recorded in any form or medium, that: (1) is created or received by a health care provider, MCO, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
Healthcare Provider or Facility	A health care professional or entity that provides health care services or goods.
HIPAA Privacy Rule	Health Insurance Portability and Accountability Act (HIPAA) federal standards for the privacy of individually identifiable health information, found at 45 CFR Part 164, Subpart E.
Immediate	Instant; instantly or without delay, but not more than twenty-four (24) hours.
Level of Service	Designation used to describe the appropriate type of vehicle that may be used to transport the Beneficiary. Levels of Service may include ambulatory, wheelchair, transfer, basic life support, and advanced life support.
Louisiana Children’s Health Insurance Program (LaCHIP)	Louisiana’s program authorized by Title XXI of the Social Security Act in 1997. Provides health care coverage for uninsured children up to age nineteen (19) through a Medicaid expansion program for children at or below two hundred percent (200%) Federal Poverty Level (FPL) and a separate state CHIP program for the unborn child option and for children

	with income from two hundred percent (200%) up to and including two hundred fifty percent (250%) FPL.
Louisiana Children's Health Insurance Program (LaCHIP) State Plan	An agreement between the State and CMS that describes how LaCHIP is administered and sets out groups of individuals to be covered, services to be provided, methodologies for providers to be reimbursed, and the administrative activities that are underway in the State.
Louisiana Department of Health (LDH)	The State agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens in the State of Louisiana.
Louisiana Medicaid Program	As used in the Contract, includes the State's Medicaid program and LaCHIP.
Louisiana Medicaid State Plan	An agreement between the State and CMS that describes how the State's Medicaid program is administered and sets out groups of individuals to be covered, services to be provided, methodologies for providers to be reimbursed, and the administrative activities that are underway in the State.
Managed Care Organization (MCO)	A private entity that contracts with LDH to provide covered healthcare services to Enrollees in exchange for a monthly capitated amount per Enrollee.
Managed Care Program	A managed care delivery system wherein covered health care services are provided through MCOs.
May	Denotes an allowable activity, but not a mandatory requirement.
Medicaid	A means tested federal-state entitlement program enacted in 1965 by Title XIX of the Social Security Act Amendment. Medicaid offers federal matching funds to states for costs incurred in paying providers for serving covered individuals.
Medicaid Covered Services	Those services to which an eligible Medicaid Beneficiary is entitled under the Louisiana Medicaid State Plan.
Monetary Penalty	Financial assessment that may be enforced whenever a Contractor and/or its subcontractors fail to meet the requirements of the Contract.
Must	Denotes a mandatory requirement.
Non-Emergency Ambulance Transportation (NEAT)	A ride provided to Beneficiaries to and/or from a Medicaid Covered Service or Value-Added Benefit (VAB) by ground or air ambulance when the Beneficiary's condition is such that use of any other method of transportation is contraindicated or would make the Beneficiary susceptible to injury. NEAT does not include transportation provided on an emergency basis, such as trips to emergency departments in life threatening situations. Although NEAT is a form of NEMT, requirements for each are defined separately for the purpose of this RFP.
Non-Emergency Ambulance Transportation (NEAT) Provider	A Transportation Provider of NEAT services.
Non-Emergency Medical Transportation (NEMT)	A ride provided to Beneficiaries to and/or from a Medicaid Covered Service or Value-Added Benefit (VAB) when no other means of transportation are available to the Beneficiary. NEMT does not include transportation provided on an emergency basis, such as trips to emergency departments in life threatening situations.

Non-Emergency Medical Transportation (NEMT) Provider	A Transportation Provider of NEMT services. For the purpose of this RFP, includes Gas Reimbursement, Non-Profit, and Profit Providers.
Non-Profit Provider	A classification of NEMT Provider that includes those who are operated by or affiliated with a public organization such as state, federal, parish or city entities, community action agencies, or parish Councils on Aging. If a provider qualifies as a non-profit entity according to Internal Revenue Service (IRS) regulations, they may only enroll as a Non-Profit Provider.
Operational Start Date	The first date on which the Contractor is responsible for providing Transportation Broker services to Beneficiaries and is responsible for compliance with all aspects of the Contract. This date is at the discretion of LDH, but is anticipated to be July 1, 2022.
Original Signature	Denotes that a document must be signed in ink.
Primary Service Region	The Region listed on the NEMT Provider Disclosure of Ownership form submitted to the Contractor.
Profit Provider	A classification of NEMT Provider that includes corporations, limited liability companies, partnerships, or sole proprietors. Profit Providers must comply with all state laws and the regulations of any governing State agency, commission, or local entity to which they are subject as a condition of enrollment and continued participation in the Louisiana Medicaid Program.
Proposer	A firm or individual who responds to this RFP.
Provider Agreement	A contract between the Contractor and a Transportation Provider for the delivery of transportation services for the Louisiana Medicaid Program.
Protected Health Information (PHI)	Individually identifiable health information that is maintained or transmitted in any form or medium and for which conditions for disclosure are defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
Readiness Review	Refers to LDH's, or its designee's, assessment of the Contractor's ability to fulfill the Contract requirements. Such review may include, but is not limited to, review of proper licensure, operational protocols, review of the Contractor's standards, and review of systems. The review may be done as a desk review, on-site review, or combination and may include interviews with pertinent personnel so that LDH can make an informed assessment of the Contractor's ability and readiness to render services.
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public record purposes.
Region	One of the nine LDH administrative areas within the State of Louisiana, as shown on the map at: https://ldh.la.gov/assets/docs/OrgCharts/RegionMap.jpg .
Request for Proposals (RFP)	As it relates to the Louisiana Medicaid Transportation Broker RFP, the process by which LDH invites proposals from interested parties for the procurement of specified services.
Ride-a-long	An LDH mandated monitoring inspection of Transportation Providers, along with staff of the Transportation Broker, which includes, but is not limited to, vehicle inspection, file review, and client surveys.
Sample	A subset selected from a population.

Secure File Transfer Protocol (SFTP)	Software protocol for transferring data files from one computer to another with added encryption.
Shall	Denotes a mandatory requirement.
Should	Denotes a desirable action, but not a mandatory requirement.
Significant	As utilized in this RFP, except where specifically defined, shall mean important in effect or meaning.
Social Security Act	The Social Security Act of 1935, as amended, 42 U.S.C. §301-1397mm provides for the Medicaid Program (Title XIX) and CHIP Program (Title XXI).
Solvency	The minimum standard of financial health for a Proposer where assets exceed liabilities and timely payment requirements can be met.
Standing Order	Prescheduled transportation to recurring appointments, usually on the same day and time, at the same location, and with the same Transportation Provider.
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
State Plan	Refers to the Louisiana Medicaid State Plan and the LaCHIP State Plan.
Subcontractor	A person, agency, or organization with which the Proposer has subcontracted or delegated some of its management functions or other contractual responsibilities to comply with the terms and provisions of the contract. A Transportation Provider is not a subcontractor by virtue of the Provider Agreement with the Contractor.
Timely	Existing or taking place within the designated period; within the time required by statute or rules and regulations, contract terms, or policy requirements.
Title XIX	Means Title XIX of the Social Security Act, 42 U.S.C. §§1396-1396w-5, which authorizes and governs the State’s Medicaid program.
Title XXI	Means Title XXI of the Social Security Act, 42 U.S.C. §§1397aa-1397mm, which authorizes and governs the Children’s Health Insurance Program (CHIP).
Transportation Broker	An entity that manages the coordination and provision of transportation services outlined in 42 C.F.R. § 440.170(a)(4) and can provide the services described in this RFP.
Transportation Network	The collective group of Transportation Providers who have entered into agreements with the Contractor for the delivery of transportation services. Also referred to as the “Provider Network”.
Transportation Provider	An appropriately credentialed and licensed individual, organization or other entity, and its employees and subcontractors that has a signed Provider Agreement with the Contractor for the delivery of transportation services for the Louisiana Medicaid Program.
Trip	A complete journey to and/or from a: (1) Healthcare Provider or Facility, (2) prior authorized Medicaid Covered Service performed in the community, or (3) Value-Added Benefit. A trip may be one-way or round-trip, if requested, and may include multiple stops.
Trip Leg	A segment of travel between two stopping points. For bus travel, the Trip Leg is equivalent to one pass (i.e., daily, weekly, monthly). For commercial

	air travel, the Trip Leg is equivalent to one reservation (i.e., one-way, round-trip).
TTY/TDD	Telephone Typewriter and Telecommunication Device for the Deaf, which allows for interpreter capability for deaf callers.
Using Agency	The term "Using Agency" shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
Value-Added Benefit (VAB)	The additional benefits that may be delivered at the MCO's discretion when approved by LDH.
Week	The entire seven (7)-day week, Monday through Sunday.
Will	A term that denotes a mandatory requirement.

1.5.2 Acronyms

ACD	Automated Call Distribution
BAFO	Best and Final Offers
CAP	Corrective Action Plan
CAT	Certification of Ambulance Transportation
CFR	Code of Federal Regulations
CHIP	Children's Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
CY	Calendar Year
EFT	Electronic Funds Transfer
FFS	Fee-for-Service
FI	Fiscal Intermediary
FPL	Federal Poverty Level
HHS	United States Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
IVR	Interactive Voice Response
JLCB	Joint Legislative Committee on the Budget
LaCHIP	Louisiana Children's Health Insurance Program
LDH	Louisiana Department of Health
LDR	Louisiana Department of Revenue
LLA	Louisiana Legislative Auditor
MARS-E	Minimum Acceptable Risk Standards for Exchanges
MCO	Managed Care Organization
MMIS	Medicaid Managed Information System
NEAT	Non-Emergency Ambulance Transportation
NEMT	Non-Emergency Medical Transportation
NPPES	National Plan and Provider Enumeration System
OIG	Office of Inspector General
OSP	Office of State Procurement
PAHP	Prepaid Ambulatory Health Plan

PHI	Protected Health Information
PII	Personally Identifiable Information
QMB	Qualified Medicare Beneficiary
RFP	Request for Proposals
U.S.C.	United States Code
VAB	Value-Added Benefit
VIN	Vehicle Identification Number
VPN	Virtual Private Network

1.6 Schedule of Events

Event:	Date:
RFP posted to LaPAC	Monday, November 15, 2021
Deadline for receipt of written inquiries from Proposers	Monday, November 29, 2021 3:00 p.m. Central Standard Time
Deadline for LDH to answer written inquiries	Monday, December 13, 2021
Deadline for receipt of Proposals	Tuesday, January 4, 2022 3:00 p.m. Central Standard Time
ALL PROPOSALS SHALL REMAIN SEALED UNTIL AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS.	
Oral Discussions/Presentations, on or about	Wednesday, January 19, 2022 – Friday, January 21, 2022
Notice of Intent to award announcement, and 14-day protest period begins, on or about	Wednesday, March 2, 2022
Contract Execution, on or about	Wednesday, June 8, 2022
Operational Start Date, on or about	Friday, July 1, 2022

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an Addendum to the RFP.

1.7 Confidential Information, Trade Secrets, and Proprietary Information

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

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44:1 *et seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

If the Proposer’s response contains confidential information, the Proposer shall also submit a redacted copy of their proposal along with their proposal submission in accordance with Section 2.2.2. When submitting the redacted copy, the Proposer should clearly mark the cover page and file name as such - “REDACTED COPY.” The redacted copy should also state which sections or information has been removed. The redacted copy of the proposal will be the copy produced by the State if a public records request is received.

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

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

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this Section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.8 Proposal Clarifications Prior to Submittal

1.8.1 Pre-proposal Conference

Not required for this RFP.

1.8.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted via e-mail to the RFP Coordinator listed below.

Ali Bagbey, RFP Coordinator

E-mail address: ali.bagbey@la.gov

The Proposer should attach inquiries in the format specified below:

Submitter Name	Document Reference	Section Number	Section Heading	Page Number in Referenced Document	Question

Written inquiries must be received by the date and time specified in the Schedule of Events. The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the OSP website <https://www.doa.la.gov/dao/osp/>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on the OSP website under vendor center at:

<https://www.doa.la.gov/dao/osp/vendor-resources/>.

1.8.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, or its agent or representative, is prohibited from communicating with any State employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to State employees, but also to any

Contractor of the State. "Involvement" in the procurement process includes, but may not be limited to, project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per *Proposer Inquiries* section of this RFP. All communications to and from potential Proposers and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

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

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

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

- Notwithstanding the foregoing, the blackout period shall not apply to:
- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for Proposers;
- Oral presentations during the evaluation process; and
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.9 Errors and Omissions in Proposal

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

1.10 Changes, Addenda, Withdrawals

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

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

1.11 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP.

1.12 Waiver of Administrative Informalities

LDH reserves the right, at its sole discretion, to waive minor administrative informalities when evaluating any proposal.

1.13 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by LDH to award a contract. LDH shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in LDH's best interest.

1.14 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of LDH. LDH retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this RFP. Selection or rejection of a proposal shall not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

1.15 Cost of Offer Preparation

LDH shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by LDH. The Proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by LDH.

1.16 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR prior to the approval of the contract by OSP. The Proposer shall attest to its current and/or prospective compliance by signing Attachment A, Certification Statement, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the Proposer's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition

to the approval and effectiveness of the contract by OSP. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) Calendar Days of such notification.

1.17 Determination of Responsibility

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

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

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

1.18 Written or Oral Discussions/Presentations

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

Proposers selected for oral presentations may be asked to present the end-to-end process—beginning with a Trip request and ending with claim submission—including a live demonstration of tools used to facilitate the process, using sample scenarios which will be provided to the Proposer no less than one (1) hour prior to the presentation.

LDH may adjust the Proposers' original scores based upon information received in oral presentations, using the original evaluation criteria.

1.19 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

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

1.20 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity that can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

1.21 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.22 LDH Diversity and Inclusion Statement

LDH characterizes diversity as representing the differences and similarities of all of us that include, for example, individual characteristics (e.g., disability, age, education level, poverty status, rural/urban setting, race, ethnicity, and sexual orientation), values, beliefs, experiences and backgrounds.

LDH also characterizes inclusion as creating a work environment in which all individuals are treated fairly and respectfully, have equal access to opportunities and resources, and can contribute fully to the work of our agency. This is inclusive of LDH also building its capacity to create, support and/or fund (i.e., via programming projects and contracts) efforts that do not discriminate against people, populations, and/or communities due to disability, age, education level, poverty status, rural/urban setting, race, ethnicity, and sexual orientation.

LDH believes that diversity and inclusion aid in more equitably achieving its mission — “...protect and promote health and to ensure access to medical, preventive and rehabilitative services for citizens of the State of Louisiana.”

1.23 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- 1.23.1** The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as

LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

- 1.23.2** During the Term of the contract and at expiration, the contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.
- 1.23.3** In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.
- 1.23.4** If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).
- 1.23.5** If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or OSP may audit contractor to determine whether contractor has complied in good faith with its subcontracting plan. The contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.
- 1.23.6** The statutes (La. R.S. 39:2171 *et seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.
- The statutes (La. R.S. 39:2001 *et seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.
- 1.23.7** The rules for the Veteran Initiative (LAC 19:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at: <https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.
- 1.23.8** A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana

Economic Development Certification System at:
<https://smallbiz.louisianaeconomicdevelopment.com>

- 1.23.9** Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal are available at:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

- 1.23.10** When using this site, determine the search criteria (e.g., alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

PART 2: PROPOSALS

2.1 Proposal Submittal

2.1.1 Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this RFP. The proposal must be received in hard copy (printed) and electronic (USB flash drive) formats by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Fax or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The responsibility lies solely with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.

2.1.1.1 The Proposer shall deliver, at its own expense, its hard copy (printed) and electronic (USB flash drive) submission by 3:00 p.m. Central Time on the proposal due date to:

For hand delivery*:

Ali Bagbey
Louisiana Department of Health
Bureau of Health Services Financing
628 North Fourth Street, 7th Floor
Baton Rouge, LA 70802
(225) 219-0206

*If the Proposer wishes to hand deliver its hard copy and electronic (USB flash drive) submission prior to the proposal due date, Proposers should contact the RFP Coordinator to confirm availability for receipt.

For mail delivery:

Ali Bagbey
Louisiana Department of Health
Bureau of Health Services Financing
P.O. Box 91030
Bin 24
Baton Rouge, LA 70821-9283

2.1.2 All communications relating to this RFP must be directed to the LDH RFP Coordinator named above. All communications between Proposers and other LDH staff concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

2.1.3 This RFP is available in PDF format at the following web address:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

2.1.4 Electronic copies of material relevant to this RFP will be posted in the procurement library at the following web address: <https://ldh.la.gov/index.cfm/page/4312>.

2.1.5 Potential Proposers may request and receive historic partially de-identified Medicaid claims and enrollment data for transportation services provided through the Louisiana Medicaid Program by completing and submitting electronically the following items to the RFP Coordinator:

2.1.5.1 Non-binding Letter of Intent to Propose; and

2.1.5.2 Signed Louisiana Medicaid Transportation Broker RFP Data Use Agreement provided in the procurement library.

2.1.6 Upon receipt of the Letter of Intent to Propose and Data Use Agreement, the Proposer will be given instructions to obtain the data.

2.2 Number of Copies

2.2.1 Cost Proposal: Under separate seal, the Proposer shall submit one (1) original hard copy (clearly marked "Original") of the cost proposal, two (2) additional hard copies, and three (3) electronic copies (USB flash drives). All should be clearly marked "Cost Proposal". The original hard copy must have an Original Signature.

2.2.2 Business and Technical Proposals: Proposer shall submit one (1) original hard copy (clearly marked "Original" and the Certification Statement must have an Original Signature signed in ink), five (5) duplicate hard copies, and three (3) electronic copies (USB flash drives) of the business and technical proposals. All should be clearly marked "Business and Technical Proposals". The Proposer shall submit two (2) electronic copies (USB flash drives) of the redacted Proposal, each on a separate flash drive, if applicable.

2.2.3 All electronic copies must be machine-searchable and in PDF format unless otherwise specified in this RFP. No faxed or emailed proposals will be accepted.

2.2.4 The cost proposal shall be submitted separately from the business and technical proposals; however, for mailing purposes, all packages may be shipped in one container.

2.2.5 The original hard copy of the proposal shall contain Original Signatures of company officials, or agents duly authorized to sign proposals or Contracts on behalf of the entity. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing Original Signatures will be retained for incorporation into any contract resulting from this RFP.

2.2.6 The evaluation team will utilize both the hard copies and the electronic copies to evaluate the proposal. It is the Proposer's responsibility to ensure that all copies are complete and contain all required components for the evaluation. The Proposer must certify, by signing the Certification Statement, that all copies are correct and complete.

2.3 Legibility/Clarity

Responses to the requirements of this RFP should be answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements and clearly describe how deliverables will be achieved. It is desired that all Proposals are prepared in a simple and economical format, which provide a straightforward and concise description of the Proposer's ability and method to meet the requirements of the RFP. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

2.4 Proposal Response Format

2.4.1 Proposals should include information that will assist LDH in determining the level of quality and timeliness that may be expected. LDH shall determine, at its sole discretion, whether or not the RFP requirements have been reasonably met. The proposal should describe the background and capabilities of the Proposer and any and all subcontractors, and give details on how the services will be provided. Work samples may be included as part of the proposal.

2.4.2 LDH strongly urges Proposers to adhere to recommended page limits wherever specified. Proposals should not exceed seventy-five (75) pages in total, inclusive of attachments, appendices, and exhibits, unless explicitly exempted in this RFP. LDH reserves the right to not evaluate any proposal content beyond the recommended page limits.

2.4.3 The Proposer should format the Business and Technical Proposal sections as follows:

2.4.3.1 Single-spaced;

2.4.3.2 Double-sided (for hard copies);

2.4.3.3 One (1) inch or greater margins;

2.4.3.4 Six (6) lines or fewer per inch;

2.4.3.5 Pages numbered; and

2.4.3.6 Twelve (12)-point font, except in tables and graphs, where ten (10)-point font may be used.

2.4.4 There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward, and concise statements of the Proposer's ability to meet or exceed the requirements of the RFP.

2.4.5 Proposals submitted for consideration should follow the format and order of presentation listed below:

2.4.5.1 Cover Letter

- 2.4.5.2** Table of Contents
- 2.4.5.3** Business Proposal
- 2.4.5.4** Technical Proposal
- 2.4.5.5** Cost Proposal

2.5 Cover Letter

The cover letter should be on the Proposer's letterhead and include the following information:

- 2.5.1** Location of administrative office with full time personnel;
- 2.5.2** Name and address of corporate principal office registered with the Secretary of State;
- 2.5.3** Name and address for purposes of issuing checks and/or drafts;
- 2.5.4** Ownership status (whether the bidding organization is publicly traded or privately held). If privately held, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the organization;
- 2.5.5** The type of legal entity (for example, corporation (profit or not for profit), limited partnership, general partnership, or trust), and the state where the entity is organized, including any parent organization;
- 2.5.6** If out-of-state Proposer, name and address of local representative; if none, so state;
- 2.5.7** If any of the planned personnel is a current Louisiana state employee, or was employed within the past two (2) years, a listing that includes the employee name, state agency, and last date of employment;
- 2.5.8** Proposer's state and federal tax identification numbers, LaGov vendor number, and Louisiana Department of Revenue number, if available; and
- 2.5.9** A positive statement of compliance with the contract terms defined herein. If the Proposer cannot comply with any of the contract terms, an explanation of any and all exceptions should be supplied. The Proposer should indicate the specific section and language in the RFP and submit exceptions or exact contract modifications that it may seek.

2.6 Business Proposal

2.6.1 Mandatory Qualifications

In order to be considered for award, the Proposer must demonstrate that it has met the following mandatory qualifications prior to the deadline for receipt of proposals:

- 2.6.1.1** Proposer has the capacity and willingness to perform all functions in this RFP;
- 2.6.1.2** Proposer is not an excluded individual or entity as described in 42 C.F.R. §438.808; and
- 2.6.1.3** Proposer has, within the last five (5) years, a minimum of three (3) years of experience providing Transportation Broker services.

2.6.2 Conflict of Interest

Neither the Proposer nor any of its subcontractors may have any interest that will conflict, as determined by LDH, with the performance of services required under this RFP. To demonstrate freedom from conflicting interests, the Proposer must submit the following:

2.6.2.1 A signed Attachment A, Certification Statement, attesting that the Proposer:

- 2.6.2.1.1** Does not have any financial, legal, contractual, and other business interest that will conflict in any manner or degree with the performance required under the Contract;
 - 2.6.2.1.2** Does not have any financial, legal, contractual or other business interest in the MCOs that are currently contracted with LDH to provide managed care, or in such vendors' subcontractors;
 - 2.6.2.1.3** Agrees to submit any additional information requested by LDH that, in LDH's judgment, may be relevant to the Proposer's financial, legal, contractual, or other business interests as they relate to the RFP and contract;
- 2.6.2.2** A statement describing any and all of the financial, legal, contractual, and other business interests of the Proposer and any subcontractor, its affiliates, partners, parent(s), subsidiaries, and related organizations, if any, that may affect or impact its performance under the contract. In cases where such relationships or interests exist or appear to exist, describe how a potential or actual conflict of interest will be avoided or remedied; and
- 2.6.2.3** Any other information that may be relevant, as determined by LDH, to the Proposer's financial, legal, contractual, or other business interests as they relate to the RFP and contract.

2.6.3 Financial Condition [exempt from page limit]

- 2.6.3.1** The Proposer should submit documentation to demonstrate to the satisfaction of LDH that the Proposer's organization has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- 2.6.3.2** The documents submitted should include the audited financial statements for each of the last three (3) years, including a balance sheet and profit and loss statement, or

other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project as required by Section 1.17.

2.6.3.3 The Proposer may submit this information in electronic format in lieu of hard copy.

2.6.4 Required Attachments [exempt from page limit]

The Proposer shall complete and submit the forms detailed below. Electronic versions of the forms are available in the procurement library.

2.6.4.1 Attachment A, Certification Statement.

2.6.4.2 Attachment B, Proposal Compliance Matrix.

2.6.4.3 Attachment C, Electronic Vendor Payment Solution.

2.7 Technical Proposal

2.7.1 Proposer Organization and Experience

2.7.1.1 The Proposer should give a brief description of itself, including history, corporate structure, and the number of years it has served as a Medicaid Transportation Broker for a state Medicaid MCO or FFS program.

2.7.1.1.1 The Proposer should provide a detailed description of the Proposer's prior experience in the implementation and operation of Transportation Broker contracts similar in size, scope, and function to the proposed contract.

2.7.1.2 The Proposer shall briefly describe any regulatory action, sanctions, and/or fines imposed by any federal or Louisiana regulatory entity or a regulatory entity in another state within the last three (3) years, including a description of any letters of deficiencies, corrective actions, findings of noncompliance, and/or sanctions. The Proposer must indicate which of these actions or fines, if any, were related to Medicaid or CHIP programs. LDH may, at its option, contact these clients or regulatory agencies and any other individual or organization whether or not identified by the Proposer. The Proposer must identify the representative who can attest to the regulatory action. Contact information must be provided and include the contact name, email address, and telephone number for the representative.

2.7.1.3 The Proposer shall include a detailed statement of the Proposer's involvement in litigation related to the delivery of Medicaid benefits in the last ten (10) years.

2.7.1.4 The Proposer shall provide a brief statement declaring whether, within the last ten (10) years, the Proposer's Transportation Broker contract was terminated for cause. The Proposer must provide the name and contact information of the lead program manager of the contracting entity.

- 2.7.1.5** The Proposer should include a description of how their organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should include an organizational chart displaying all administrative and operational components and the proposed positions and number of full-time equivalents (FTEs) assigned to each for this program. The organizational chart should show lines of responsibility and authority. The Proposer may assume a total enrollment of 1.8 million Enrollees for the purpose of this question.

2.7.2 Staff Qualifications and Training

- 2.7.2.1** For each individual appointed to a key personnel role, the Proposer should provide the individual's name, resume, and key personnel role. Previous experience in programs of similar scope and size should be clearly indicated. Resumes are exempt from the recommended page limit.
- 2.7.2.2** The Proposer should provide its staffing plan for determining the appropriate staffing composition and level to achieve contractual compliance and its strategy to scale staffing levels depending on utilization.
- 2.7.2.3** The Proposer should describe how its staff-training program is designed to ensure that its staff possesses complete, accurate, and current knowledge of the Louisiana Medicaid Program, transportation policies, HIPAA regulations, and any other relevant policies and procedures.

2.7.3 Approach and Methodology

The Proposer should articulate an understanding of, and ability to effectively implement, services as outlined within the Scope of Work of this RFP. In this section, the Proposer should provide the following:

- 2.7.3.1** Communication protocols between the Proposer, LDH, and other LDH contractors, including the LDH Fiscal Intermediary (FI) and MCOs;
- 2.7.3.2** Methodology for determining the size and vehicle capacity of the Transportation Network, by Level of Service and Region;
- 2.7.3.3** Work plan that includes strategies and a timeline to build or scale up its Transportation Network by the Operational Start Date;
- 2.7.3.4** Timeline for establishing and staffing a Louisiana-based call center capable of complying with call center performance standards;
- 2.7.3.5** Methodology for receiving and processing requests for transportation, including any variations due to requestor or intake platform. The response should include:

- 2.7.3.5.1** Technologies or efficiencies the Proposer will implement to accommodate urgent requests and Beneficiaries that are deaf or hard of hearing or need interpretation or translation services;
- 2.7.3.5.2** Approach for verifying the Beneficiary's eligibility and that the requested transportation is to a Medicaid Covered Service or Value-Added Benefit (VAB);
- 2.7.3.5.3** Process and timeline for approving, rejecting, or modifying the Trip and communicating the result to the requestor;
- 2.7.3.5.4** Process for dispatching Trips, including the Proposer's algorithm for Trip assignment, approach for maximizing the use of public transit systems where appropriate, and ensuring that the Beneficiary is transported at the appropriate Level of Service; and
- 2.7.3.5.5** Process for Transportation Providers to complete the Trip and submit the claim for payment.
- 2.7.3.6** Methodology for complying with House Resolution No. 68 of the 2020 Louisiana Regular Session;
- 2.7.3.7** Process for monitoring compliance of credentialing and operational requirements for Transportation Providers, drivers, and vehicles;
- 2.7.3.8** Methodology for surveying Beneficiaries, including proposed sample size and survey questions;
- 2.7.3.9** Plan to customize a Louisiana Medicaid specific system for adjudicating paper-based and electronic claims and submitting encounter data to meet the requirements of the Louisiana Medicaid Program. The Proposer should submit data and process flows to support this response;
- 2.7.3.10** Strategies to identify and prevent Fraud and Abuse by Transportation Providers and Beneficiaries, including, but not limited to, conducting pre- and post-trip verification reviews; and
- 2.7.3.11** Approach to ensure continuity of operations should a pandemic, natural disaster, or man-made event occur that impacts any or all parts of Louisiana, including how the Proposer will continue to receive requests, ensure sufficient network capacity, and prioritize Trips. The Proposer should describe its experience, if any, in providing transportation services during these events.

2.7.4 Case Scenarios

The Proposer should provide its approach to serving Beneficiaries through its response to the following case scenarios. The Proposer should consider each scenario as presented below and should not make additional assumptions.

- 2.7.4.1** A Beneficiary that is a Qualified Medicare Beneficiary requested transportation approximately twenty-four (24) hours prior to a scheduled medical appointment for wound care. Describe in detail the methodology and resolution for completion of this transport.
- 2.7.4.2** The call center receives a transportation request for a Beneficiary that is wheelchair bound and may require assistance from the door to the vehicle. Describe the Proposer's process to complete the scheduled transport. The Proposer should include the wheelchair policy that will be utilized [exempt from page limit].
- 2.7.4.3** A Beneficiary utilizes a wheelchair but can transfer if requested. The Beneficiary has an oversized wheelchair due to his size and cannot easily fit in a regular wheelchair. The Proposer has scheduled transportation for this Beneficiary. However, the Proposer does not have any vehicles available that can accommodate the Beneficiary's needs. Describe the process the Proposer will follow to complete the scheduled transport.
- 2.7.4.4** At 10:30 a.m., a local hospital requests NEMT services for a Beneficiary that is scheduled to be discharged from the facility at 2:00 p.m. The Proposer assigns the transport to ABC Transportation. Shortly after 4:00 p.m., the facility notifies the call center that the scheduled transportation has not arrived. Describe the process the Proposer will follow to complete the scheduled transport.
- 2.7.4.4.1** ABC Transportation has had three (3) or more previous instances where a Beneficiary being discharged from the local hospital has not been picked up in a timely manner. Describe the protocol the Proposer has in place that will alert the Proposer to ABC Transportation's ongoing deficiencies, as well as the action that will be taken against this Transportation Provider.
- 2.7.4.5** Hurricane Alpha is expected to make landfall in three (3) Calendar Days as a Category 3 storm. Describe the process the Proposer will take when the forecast predicts a direct impact in Central Louisiana. Describe the policies and procedures in place for the Proposer to ensure continuity of operations in the event of electricity and/or phone outages at the Louisiana call center.
- 2.7.4.6** A heart transplant Beneficiary, who lives in a rural area, is scheduled for pre-op testing at the local Level II Trauma Center in four (4) Calendar Days. The Beneficiary has been scheduled for a 7:00 a.m. pickup time. The Beneficiary is ambulatory but will carry an oxygen tank. The night prior to the scheduled pickup, the assigned Transportation Provider notifies the Proposer that they are unable to perform the trip. The Proposer has no willing and available Transportation Provider in the Region. Describe the process the Proposer will follow to perform the scheduled transport.
- 2.7.4.7** A Beneficiary's Healthcare Provider submits a Standing Order for NEMT services. The appointment is for chronic outpatient dialysis at 10:30 a.m. on Mondays, Wednesdays, and Fridays from Monday, December 1, 2021 through Thursday, May

31, 2022. The Beneficiary uses a manual wheelchair but a lift has been requested. The return pickup time is 4:45 p.m. The Proposer should describe the process they will follow to complete this submitted Standing Order request. Additionally, the Proposer should respond to each of the variations of this scenario as presented below:

- 2.7.4.7.1** On Monday morning at 8:00 a.m., the Beneficiary contacts the call center and states the scheduled Transportation Provider called that morning and stated that there was a family emergency and that the Transportation Provider would be unable to transport the Beneficiary to treatment. Explain the process that the Proposer will take once this information is received.
- 2.7.4.7.2** The current date is Wednesday, March 9, 2022 and the Beneficiary requests to move the Friday, March 11, 2022 appointment to Thursday, March 10, 2022. Explain the process that the Proposer will take once this information is received.
- 2.7.4.7.3** The current date is Wednesday, May 30, 2022 and the Beneficiary has an appointment for dialysis on Friday, June 1, 2022. Describe the process the Proposer will follow to accommodate this transport.
- 2.7.4.8** A Beneficiary has an existing Standing Order for chemotherapy on Mondays with a drop-off time at 1:00 p.m. and a pick-up time at 3:30 p.m. from Monday, December 1, 2021, through Monday, May 28, 2022. The Beneficiary requests a change to the Standing Order to add radiation treatment on Mondays at 3:30 p.m. The pickup time for the radiation treatment is 6:00 p.m. Describe the process the Proposer will follow to accommodate this request.
- 2.7.4.9** A nursing facility submits a transportation request for one of their residents twenty-four (24) hours prior to the appointment via telephone. Describe the process the Proposer will follow to address this request.
- 2.7.4.10** A Beneficiary calls to schedule transportation for a cardiac rehabilitation service in three (3) Calendar Days. Describe the process the Proposer will follow to handle this request.
- 2.7.4.11** A Beneficiary resides with their grandmother and will be traveling out of state in order to receive medical care. The Beneficiary's grandmother is requesting gas reimbursement for the trip. Describe the Proposer's process for handling this request.
- 2.7.4.12** A Beneficiary has been referred to Cincinnati's Children's Hospital for a specialist that is not available in Louisiana. The medical appointment is scheduled for March 15, 2022, which is two (2) weeks from today. The Beneficiary's guardian has requested air transportation for the round Trip. Provide the process for responding to and handling a request from the Beneficiary's guardian to travel by (1) commercial air and (2) fixed wing ambulance. Include the process for reimbursing for lodging, meals, and other permitted travel expenses.

- 2.7.4.13** The Proposer receives a credentialing packet from a new provider who wishes to service St. Tammany Parish, which is currently underserved. The packet includes the provider's Disclosure of Ownership form, which indicates four (4) individuals, each with twenty-five percent (25%) ownership, four (4) vehicle registration documents, four (4) copies of driver's licenses, and defensive driving certificates for all the drivers. Describe in chronological order all of the steps that the Proposer will take to fully credential this provider.
- 2.7.4.14** The Proposer receives a claim for NEAT services from an ambulance company. The Proposer was not notified of the transport prior to receiving the claim. Explain the Proposer's claim adjudication process.

2.8 Cost Proposal

- 2.8.1** The Proposer shall propose the administrative fee component, which shall be inclusive of all services described in this RFP, minus actual Trip costs. Actual Trip costs include Transportation Provider payment, commercial airfare, meals, lodging, and other permitted travel expenses.
- 2.8.2** The administrative fee shall be structured as a fixed rate per Trip Leg, which shall apply to both FFS and managed care.
- 2.8.3** Proposers shall submit the proposed administrative fee for all years of the contract in a similar format to Attachment D, Cost Proposal Template, to be considered for award. Failure to complete will result in the disqualification of the proposal.

2.9 Veterans Initiative and Hudson Initiative Program Participation Response

- 2.9.1** If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.
- 2.9.2** If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide, as an attachment to their proposal using the Veterans and Hudson Initiative Response Template provided in the procurement library, the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:
- Subcontractor's name;
 - A detailed description of the work to be performed; and
 - The anticipated dollar value of the subcontract for the three-year FFS contract term. For purposes of the Hudson/Veterans points evaluation only, the anticipated value of the FFS contract is \$174,000.

- 2.9.3** The Proposer may submit this information in electronic format in lieu of hard copy. The electronic version of this attachment should be in Excel format. This attachment is exempt from the total page limit. **Note** – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.
- 2.9.4** If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART 3: EVALUATION AND AWARD

3.1 Acceptance of Proposal Content

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

3.2 Evaluation Team

- 3.2.1** The evaluation of proposals will be accomplished by an evaluation team, to be designated by LDH, which will determine the Proposal most advantageous to LDH, based on the evaluation factors set forth in this RFP.
- 3.2.2** The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data. Subject matter experts may provide support in determining strengths and weaknesses in the proposals, but will not participate in the scoring of the RFP.

3.3 Evaluation Criteria and Assigned Points

- 3.3.1** LDH will determine the proposal most advantageous to the State, as specified by the evaluation criteria set forth in this RFP. Proposers must demonstrate an understanding of all requirements as specified in the RFP. Proposers must also demonstrate that they have the capacity, capability, and relevant experience and expertise to perform the requirements specified in this RFP.
- 3.3.2** The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

EVALUATION CRITERIA	ASSIGNED POINTS
Business Proposal	Pass/Fail
Technical Proposal	
Proposer Organization and Experience	150
Staff Qualifications and Training	80
Approach and Methodology	200
Case Scenarios	200
Total Technical Proposal	630
Veteran or Hudson Initiative i. Up to 10% (100 points maximum) available for Hudson-certified vendors; ii. Up to 12% (120 points maximum) available for Veteran-certified vendors; iii. If no Veteran-certified vendors propose, the additional 20 Veterans points are not awarded. See Section 3.5 for more information.	120
Cost Proposal	250
Total Possible Points	1000

- 3.3.2.1** The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. In addition, LDH may consider any relevant information about the Proposer known or discovered by LDH, including any non-compliance actions.
- 3.3.2.2** LDH is not responsible for seeking out information that is not presented by the Proposer.
- 3.3.2.3** LDH reserves the right, at its sole discretion, to conduct its own research and/or consult with contracted subject matter experts in order to verify and assess the information presented.
- 3.3.2.4** Proposer must receive a minimum score of three hundred fifteen (315) points (50% of the total available points in the technical evaluation categories) to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed further to Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**
- 3.3.2.5** The scores for the technical proposal, cost proposal, and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.4 Cost Evaluation

The Proposer with the lowest Admin Fee rate amount shall receive two hundred and fifty (250) points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP) \times 250$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Admin Fee rate of all Proposers
TCP = Admin Fee rate of Proposer being evaluated

The assignment of the points based on the above formula will be calculated by a member of LDH Medical Vendor Administration, Program Operations and Compliance staff.

3.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

- 3.5.1** If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- 3.5.2** If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- 3.5.3** If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work, which is projected to be performed by, or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- 3.5.4** The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

3.6 Contract Award and Execution

LDH reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. LDH reserves the right to contract for all or a partial list of services offered in the proposals. The State also reserves the right to not enter into a contract with any Proposer.

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the LDH Standard Contract Form (CF-1), Attachment E. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds twenty (20) Calendar Days, or if the selected Proposer fails to sign the final contract within fifteen (15) Business Days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.7 Notice of Intent to Award

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

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

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

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) Calendar Days after the agency issues a Notice of Intent to award a contract.

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

3.8 Right to Prohibit Award

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

PART 4: SCOPE OF WORK

4.1 Introduction

- 4.1.1** The Contractor shall manage the coordination, provision, and oversight of Non-Emergency Medical Transportation (NEMT) and Non-Emergency Ambulance Transportation (NEAT) services provided to Beneficiaries.
- 4.1.2** NEMT is transportation provided to Medicaid Beneficiaries to and/or from a Medicaid Covered Service or Value-Added Benefit (VAB) when no other means of transportation is available to the Beneficiary. NEAT is a form of NEMT that is provided by ground or air ambulance when the Beneficiary's condition is such that use of any other method of transportation is contraindicated or would make the Beneficiary susceptible to injury. NEMT and NEAT do not include transportation provided on an emergency basis, such as trips to emergency departments in life threatening situations. Although NEAT is a form of NEMT, requirements for each are defined separately for the purpose of this RFP.
- 4.1.3** The Contractor is responsible for developing and maintaining an adequate Transportation Network, which includes credentialing and contracting in accordance with the Contract, Medicaid Services Manual, and MCO Manual.
- 4.1.4** The Contractor is responsible for receiving requests for transportation, scheduling transportation, and dispatching Transportation Providers to ensure that the transports are performed safely, timely, and efficiently.
- 4.1.5** The Contractor shall contract with LDH to provide Transportation Broker services to the FFS population. The Contractor shall also contract with each MCO that elects to contract with a Transportation Broker. The Contractor shall accept contract terms that enable the MCOs to meet their contractual obligations with LDH. Unless otherwise indicated, all requirements within this RFP apply to both the FFS and Managed Care Programs.
- 4.1.6** The Contractor shall comply, to the satisfaction of LDH, with: (1) all requirements set forth in the Contract; (2) State and Federal laws, rules, regulations, and the State Plan that govern the Medicaid Program; (3) FFS requirements set forth in the Medicaid Services Manual; and (4) managed care requirements set forth in the MCO Manual.

4.2 Administration and Contract Management

4.2.1 Staffing Requirements

4.2.1.1 General Staffing Requirements

- 4.2.1.1.1** The Contractor shall have in place an organizational and governance structure capable of fulfilling all Contract requirements. The Contractor shall recruit, develop, and retain qualified staff in numbers appropriate to discharge the Contractor's responsibilities.

- 4.2.1.1.2** The Contractor's staffing and resource allocation shall be adequate to achieve positive outcomes and comply with the requirements of the Contract. If the Contractor does not achieve the desired outcomes or maintain compliance with contractual obligations, LDH may assess Monetary Penalties as specified herein.
- 4.2.1.1.3** The Contractor shall maintain a staffing plan as described in its Proposal for the entirety of the Contract.
- 4.2.1.1.4** The Contractor shall submit to LDH the following organizational charts annually:
 - 4.2.1.1.4.1** An updated organization chart complete with the key personnel positions. The chart must include the person's name, title, email address, and telephone number.
 - 4.2.1.1.4.2** A functional organization chart of the key program areas, responsibilities and the areas of the organization that report to that position.
- 4.2.1.1.5** The Contractor shall not employ or contract with any individual who has been debarred, suspended, or otherwise lawfully prohibited from participating in any federal healthcare program. The Contractor shall screen all potential employees and subcontractors, and retain documentation of screenings, to determine whether any have been excluded from participation in federal healthcare programs utilizing, at a minimum, the following websites:
 - 4.2.1.1.5.1** Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE);
 - 4.2.1.1.5.2** Louisiana Adverse Actions List Search;
 - 4.2.1.1.5.3** The System of Award Management (SAM); and
 - 4.2.1.1.5.4** Other applicable sites as may be determined by LDH.
- 4.2.1.1.6** The Contractor shall comply with LDH Policy 47.1, "Criminal History Records Check of Applicants and Employees," which requires LDH contractors to conduct criminal background checks on potential and current employees or subcontractors who have access to Beneficiary Protected Health Information (PHI). The Contractor shall, upon request, provide LDH with a satisfactory criminal background check or an attestation that a satisfactory criminal background check has been completed for any of its staff, subcontractor's staff, or Transportation Providers assigned to or proposed to be assigned to any aspect of the performance of the Contract.
- 4.2.1.1.7** The Contractor shall remove or reassign, upon written request from LDH, any employee or subcontractor employee that LDH deems to be unacceptable. The Contractor shall hold LDH harmless for actions taken as a result hereto.
- 4.2.1.1.8** The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH, in

person when required. All meetings shall be considered mandatory unless otherwise indicated.

- 4.2.1.1.9** The Contractor's staff shall comply with requests for reports or information and submit to LDH or the MCOs within the timelines established in the Contract or in the Contractor's agreements with the MCOs, respectively.

4.2.1.2 Exceptions to Staffing Requirements

Requests for exceptions to mandatory staffing requirements shall be submitted in writing to LDH for prior approval. The Contractor shall address the reason for the request, the organization's ability to furnish services as contractually required with the exception in place, and duration of exception period requested.

4.2.1.3 Key Personnel Requirements

- 4.2.1.3.1** The following key personnel shall work full-time (minimum forty [40] hours per week) physically in Louisiana and be dedicated one hundred percent (100%) to the Louisiana Medicaid Program, including FFS and managed care:

- 4.2.1.3.1.1** The **Contract Operations Manager** shall be responsible for the day-to-day operations of the Contractor and serve as the single point of contact for LDH and the MCOs for all communications and requests related to the Contract, including, but not limited to, issues related to compliance, contract administration, and invoicing. The Contract Operations Manager shall ensure that all deliverables are met and is authorized to escalate and resolve all implementation and operational issues. The Contract Operations Manager shall have a minimum of five (5) years' management experience, with at least three (3) of those years managing benefits and services administered through a State Medicaid or public health insurance program of equal or greater scope.

- 4.2.1.3.1.2** The **Provider Network Manager** shall be responsible for developing and managing a Transportation Network that is sufficient to provide adequate access to all Beneficiaries and that complies with timeliness standards. The Provider Network Manager shall ensure that the selecting, contracting, and retention of Transportation Providers align with State and federal requirements. The Provider Network Manager shall educate Transportation Providers regarding the Contractor's policies and procedures, including appropriate claims submission requirements. The Provider Network Manager shall coordinate communications between the Contractor and the Transportation Providers and enable timely resolution of provider issues identified through the call center, LDH, the MCOs, or other stakeholders. The Provider Network Manager shall have a minimum of five (5) years' management experience, with at least three (3) years of managing benefits or services administered through a State Medicaid or public health insurance program.

4.2.1.3.1.3 The **Call Center Manager** shall be responsible for call center functions and ensure compliance with performance standards and policies and procedures for scheduling and dispatching Transportation Providers. The Call Center Manager shall train call center staff on program policies, services, administrative procedures, and systems to ensure that Beneficiary, Healthcare Provider, and Transportation Provider requests, inquiries, and issues are effectively researched and resolved. The Call Center Manager shall have a minimum of five (5) years' call center supervisory experience, with at least three (3) of those years as a manager of a call center.

4.2.1.3.2 The following additional key personnel shall be full-time employees (minimum forty [40] hours per week). They are not required to be dedicated one hundred percent (100%) to the Louisiana Medicaid Program or based in Louisiana; however, they shall be available to LDH and the MCOs during Business Hours to fulfill the responsibilities of the position:

4.2.1.3.2.1 The **Chief Executive Officer (CEO)** shall provide overall direction for the Contract, develop strategies, formulate policies, and oversee operations to ensure goals are met. The CEO shall have a minimum of five (5) years' management experience, with at least three (3) of those years as an executive officer at a Transportation Broker company.

4.2.1.3.2.2 The **Information Technology (IT) Director** who is trained and experienced in information systems, data processing, and data reporting to oversee all Transportation Broker information systems functions including, but not limited to, establishing and maintaining connectivity with LDH and MCO information systems and providing necessary and timely reports to LDH. The IT Director shall have a minimum of three (3) years' experience in managing an information technology project of equal or greater scope.

4.2.1.3.3 The Contractor shall identify the individuals serving as key personnel. All key personnel shall serve in only one key personnel position.

4.2.1.3.4 If an individual is not required to, and does not, serve exclusively in their key personnel position, the Contractor shall provide to LDH, in writing, a description of the individual's other responsibilities. Such description shall also be provided with the Contractor's request for an exception from LDH, if applicable.

4.2.1.3.5 The Contractor shall inform LDH in writing within five (5) Business Days when an employee in a key personnel position provides notice of impending resignation, resigns without notice, or is terminated by the Contractor. The name of the individual serving in that role on an interim basis shall be provided prior to the departure date when possible.

4.2.1.3.6 The Contractor shall seek prior written approval from LDH for all key personnel positions before a candidate is hired.

4.2.2 Administrative Office Requirements

4.2.2.1 The Contractor shall have an administrative office located within the State of Louisiana.

4.2.2.2 The administrative office may be co-located with the call center.

4.2.3 Policies and Procedures

4.2.3.1 The Contractor shall develop and maintain written policies and standard operating procedures for each functional area.

4.2.3.2 All policies and procedures shall be reviewed at least annually by the Contractor to ensure that the policies and procedures reflect current practices and comply with all requirements.

4.2.3.3 The Contractor shall submit policies and procedures to LDH upon request.

4.2.4 Reporting and Requests for Information for the FFS Program

4.2.4.1 The Contractor shall provide all reports and information related to the performance of Contract responsibilities in accordance with the timelines, definitions, formats, and instructions established by LDH.

4.2.4.2 The Contractor shall submit reports using the formats, instructions, and timeframes specified by LDH. Ad hoc reports shall be submitted within five (5) Business Days from request. The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and its designees.

4.2.4.3 The Contractor shall respond to requests for information from LDH within the following timelines:

4.2.4.3.1 Requests from LDH shall be acknowledged in writing within one (1) Business Day of receipt and addressed within five (5) Business Days of receipt, or within the time-period specified by LDH in the request; and

4.2.4.3.2 Requests that originate from the Office of the Governor, the LDH Office of the Secretary, or a Louisiana legislator shall be addressed within twenty-four (24) hours of receipt, or within the time-period specified by LDH in the request.

4.2.4.4 The Contractor shall respond to public records requests as directed by LDH and in accordance with State and Federal law. The standard public records protocol is provided in the MCO Manual.

4.2.4.5 The Contractor agrees to provide complete and accurate information when requested. If, after preparation and submission, an error is discovered, the Contractor shall correct the error(s) within five (5) Business Days from the date of discovery by the Contractor or date of notification by LDH, whichever is earlier.

- 4.2.4.6** The Contractor shall ensure that all requested reports and information are submitted to LDH in a timely manner. The Contractor's failure to submit the reports or information as specified may result in the assessment of Monetary Penalties.

4.2.5 Readiness Review

- 4.2.5.1** LDH or its designee will conduct a Readiness Review of the Contractor prior to the Operational Start Date. LDH will provide the Contractor with the Readiness Review schedule. The Contractor agrees to provide all materials required to complete the Readiness Review by the dates established by LDH. The review may include an evaluation of all deliverables as defined in the Contract. A portion of the Readiness Review may be performed onsite at the Contractor's administrative office. The Contractor shall be responsible for all travel costs incurred by LDH's, or its designee's, staff participating in onsite Readiness Reviews.
- 4.2.5.2** The Contractor must have successfully met all Readiness Review requirements established by LDH no later than sixty (60) Calendar Days prior to the Operational Start Date or by the dates established by LDH in writing when applicable.
- 4.2.5.3** If the Contractor does not fully meet the Readiness Review prior to the Operational Start Date, LDH may impose a Monetary Penalty for each Calendar Day beyond the Operational Start Date that the Contractor is not operational.

4.2.6 Project Implementation

- 4.2.6.1** The Contractor is responsible for obtaining all relevant Trip data from LDH, the MCOs, and their outgoing contractors prior to the Operational Start Date. This includes, but is not limited to, Beneficiaries and their established Level of Service, future scheduled Trips, active Standing Orders, active Certification of Ambulance Transportation forms, Healthcare Provider and destination data, Transportation Provider data, and any other information needed to ensure uninterrupted continuity of services.
- 4.2.6.2** The Contractor shall submit to LDH or its designee as part of Readiness Review, for its review and approval, an Implementation Plan that includes a schedule for key implementation activities and milestones and a process for ensuring continuity of services.

4.2.7 Continuity of Operations

- 4.2.7.1** The Contractor shall maintain a Continuity of Operations Plan that addresses how the Contractor's and subcontractors' operations and the ongoing provision of transportation services shall be maintained during and/or following a pandemic, natural disaster, or man-made event which leads to a significant disruption in operations that impacts fulfilling the requirements of the Contract. The Continuity of Operations Plan shall be invoked no later than when it is reasonably discoverable that the fulfillment of these requirements may be impacted by such an event.

- 4.2.7.2** The Continuity of Operations Plan shall include a call center contingency plan that maintains sufficient call center capacity to meet call center performance standards at all times. This may include the utilization of call center resources located physically outside of Louisiana.
- 4.2.7.3** The Continuity of Operations Plan shall include a business continuity plan for restoring the operational function of the organization. This includes, but is not limited to, notification processes (to employees, subcontractors, Transportation Providers, Beneficiaries, LDH, and MCOs), recovery of electronic and hard copy files, payment for transportation services, and the procurement of supplies and equipment needed to do business in the emergency mode operation environment.
- 4.2.7.4** The Continuity of Operations Plan shall include a systems contingency plan, regardless of architecture, to protect the availability, integrity, and security of data and to continue essential application or system functions during and immediately following these events.
- 4.2.7.4.1** The systems contingency plan shall include, at a minimum, a plan designed to recover systems, networks, workstations, applications, etc.
- 4.2.7.4.2** The systems contingency plan shall address the following scenarios, at a minimum:
- 4.2.7.4.2.1** The hardware or software is destroyed or damaged;
 - 4.2.7.4.2.2** The system interruption or failure resulting from network, operating hardware, software, or operations errors that compromise the integrity of transactions that are active in a live system at the time of the outage;
 - 4.2.7.4.2.3** System interruption or failure resulting from network, operating hardware, software or operations errors that compromise the integrity of data maintained in a live or archival system; and
 - 4.2.7.4.2.4** System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system, but does prevent access to the System, such that it causes unscheduled System unavailability.
- 4.2.7.4.3** The systems contingency plan shall specify projected data unavailability and recovery times for mission-critical Systems in the event of a declared disaster.
- 4.2.7.4.4** The Contractor shall annually test its plan through simulated disasters and lower level failures in order to demonstrate to LDH that it can restore system functions. The Contractor shall report documentation of this testing in a manner determined by LDH.

- 4.2.7.4.5** In the event the Contractor fails to demonstrate through these tests that it can restore systems functions, the Contractor shall be required to submit a Corrective Action Plan to LDH describing how the failure shall be resolved within ten (10) Business Days of the conclusion of the test.
- 4.2.7.5** The Contractor shall submit the Continuity of Operations Plan to LDH or its designee for approval as part of Readiness Review and annually thereafter.
- 4.2.7.6** The Contractor shall immediately inform LDH, in writing, when invoking its Continuity of Operations Plan. If the nature of the triggering event renders written notification impossible, the Contractor shall notify LDH of the invocation of the Continuity of Operations Plan through the best available means. If the nature of triggering event renders immediate notification impossible, the Contractor shall inform LDH of the invocation of the Continuity of Operations Plan as soon as possible.
- 4.2.7.7** The Contractor shall follow all LDH directives during a pandemic, natural disaster, or man-made event.
- 4.2.8** Turnover Requirements
- 4.2.8.1** Turnover Plan
- 4.2.8.1.1** In the event of written notification of termination of the Contract by either party, the Contractor shall submit a Turnover Plan within thirty (30) Calendar Days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the Contractor and LDH. If the Contract is not terminated by written notification, the Contractor shall submit a Turnover Plan three (3) months prior to the end of the Contract period, including any extensions to such period.
- 4.2.8.1.2** The Turnover Plan shall:
- 4.2.8.1.2.1** Include a detailed work plan that includes the proposed schedule, activities, resources, and dependencies associated with the turnover tasks;
- 4.2.8.1.2.2** Include an itemization of all records, data, and operational support information maintained by the Contractor (in broad categories) that will be transferred to LDH and/or the subsequent Transportation Broker and the schedule for completion; and
- 4.2.8.1.2.3** Describe the Contractor's approach to providing all reasonably necessary assistance to LDH and the subsequent Transportation Broker to support continuity of care.
- 4.2.8.1.3** The Turnover Plan must be approved by LDH.
- 4.2.8.2** Transfer of Data

- 4.2.8.2.1** The Contractor shall transfer all data regarding the provision of transportation services to LDH and/or the subsequent Transportation Broker, at the sole discretion of LDH and as directed by LDH.
- 4.2.8.2.2** All required transfers of data and information specified in the Contract shall be made electronically, unless otherwise directed by LDH, and according to the format and schedule approved by LDH.
- 4.2.8.2.3** All data received shall be verified by LDH or the subsequent Transportation Broker. If LDH determines that not all of the data regarding the provision of transportation services was transferred to LDH or the subsequent Transportation Broker, as required, or the data was not transferred in a HIPAA compliant manner, LDH reserves the right to hire an independent contractor to assist LDH in obtaining and transferring all the required data and to ensure that all the data was transferred in a HIPAA compliant manner. The Contractor shall be responsible for payment of all reasonable costs incurred by LDH, as determined by LDH, for any such services provided by an independent contractor.

4.3 Operational Requirements

4.3.1 Transportation Network

- 4.3.1.1** The Contractor shall maintain and monitor a network of appropriate Transportation Providers that is sufficient to provide adequate access to all Beneficiaries and that complies with the timeliness standards established in the Medicaid Services Manual and MCO Manual.
- 4.3.1.2** The Contractor shall proactively recruit additional Transportation Providers to fill gaps in service availability.
- 4.3.1.3** The Contractor shall enter into Provider Agreements with Non-Profit and Profit Providers. Provider Agreements must include the following requirements, at a minimum:
 - 4.3.1.3.1** Transportation Providers agree to the HIPAA Business Associate Provisions in the CF-1, Attachment E.
 - 4.3.1.3.2** Transportation Providers shall file claims within three hundred sixty-five (365) Calendar Days of the date of service.
 - 4.3.1.3.3** Transportation Providers shall immediately report cancellation of any required insurance coverage, licensure, or certification to the Contractor. Upon receipt of this report, the Contractor shall immediately notify the Transportation Provider that it is prohibited from performing any work under the Contract until the Transportation Provider provides written documentation to the Contractor indicating that the Transportation Provider has reinstated all required insurance coverage, licensure, or certification.

- 4.3.1.4** The Contractor shall submit its Provider Agreement template(s) to LDH during Readiness Review for approval. The Contractor shall also submit new and/or revised templates during the Contract for LDH approval prior to the execution of the Provider Agreement with a Transportation Provider.
- 4.3.1.5** The Contractor shall enter into a Business Associate Agreement with NEAT Providers that include the HIPAA Business Associate Provisions in the CF-1, Attachment E.
- 4.3.1.6** The Contractor shall develop and maintain procedures to credential all Transportation Providers, drivers, and vehicles in accordance with the policies established in the MCO Manual and Medicaid Services Manual.
- 4.3.1.7** The Contractor shall ensure that Transportation Providers are enrolled accurately in the LDH Medicaid Provider Enrollment Portal.
- 4.3.1.8** The Contractor shall utilize LA Wallet, LDH's contracted solution for monitoring the status of Transportation Providers' driver records, vehicle registration, and insurance.
 - 4.3.1.8.1** The Contractor shall input all NEMT Providers, vehicles, and drivers into LA Wallet. For established NEMT Providers, the Contractor shall apply any changes to demographic information, drivers, the NEMT Provider's Primary Service Region, vehicle information, including, but not limited to, vehicle identification number (VIN) and vehicle type, and any other information required by LDH. The Contractor shall input updates into LA Wallet on a weekly basis.
 - 4.3.1.8.2** The Contractor shall check LA Wallet on a daily basis to verify compliance with credentialing requirements.
 - 4.3.1.8.3** The Contractor shall remove NEMT Providers, drivers, and vehicles from LA Wallet within one (1) Business Day after removal from the Contractor's network.
- 4.3.1.9** The Contractor shall submit a current listing of NEMT Providers in the Transportation Network, by Region and parish, to LDH upon request.
- 4.3.2** Call Center
 - 4.3.2.1** The Contractor shall maintain a call center that is physically located in Louisiana. The Contractor may not subcontract this function.
 - 4.3.2.2** The call center shall be staffed with call center agents that are physically located in Louisiana. Call center agents shall answer calls, schedule Trips, dispatch Trips, track and resolve complaints, and provide general customer service.
 - 4.3.2.3** The call center shall utilize a toll-free automated call distribution (ACD) system that is available twenty-four (24) hours a day, seven (7) days a week (24/7) to Beneficiaries, Healthcare Providers or Facilities, and Transportation Providers.

- 4.3.2.4** A live call center agent shall answer Healthcare Facility requests to schedule transportation on a 24/7 basis and Beneficiary requests between the hours of 7 a.m. and 7 p.m. Central Time, Monday through Friday, excluding state holidays. The ACD system must provide instructions to the Beneficiary on how to leave a message when calling after operating hours to schedule transportation. The Contractor shall ensure that the voice mailbox has adequate capacity to receive all messages and that call center agents return all calls by close of business the following Business Day.
- 4.3.2.5** A live call center agent shall answer Transportation Provider, Beneficiary, and Healthcare Facility calls requesting immediate assistance with scheduled or ongoing transportation on a 24/7 basis.
- 4.3.2.6** The ACD system must instruct the caller to dial “911” in case of an emergency.
- 4.3.2.7** The call center shall have sufficient capacity and staffing to meet the following call center performance standards:
- 4.3.2.7.1** Operation of the ACD system 24/7;
 - 4.3.2.7.2** Hours of operation as described above;
 - 4.3.2.7.3** Answer ninety-five percent (95%) of calls within thirty (30) seconds;
 - 4.3.2.7.4** Maintain an average hold time of three (3) minutes or less. Hold time, or wait time, for the purposes of the Contract includes: (1) the time a caller spends waiting for a customer service representative to assist them after the caller has navigated the interactive voice response (IVR) system and requested a live person; and (2) the measure of time when a customer service representative places a caller on hold;
 - 4.3.2.7.5** Maintain a call abandonment rate of five percent (5%) or less. An abandoned call for the purposes of the Contract is a call in which the caller selects a valid option and either is not permitted access to that option or disconnects from the system; and
 - 4.3.2.7.6** No more than one percent (1%) of incoming calls receive a busy signal.
- 4.3.2.8** LDH reserves the right to require additional resources if performance standards are not met or it is determined that the call center is not sufficiently meeting Beneficiary and Transportation Provider needs as determined by LDH.
- 4.3.2.9** The Contractor shall log and record all calls and provide logs and recordings to LDH upon request. The Contractor shall submit to LDH call center reports according to the format and timeline prescribed by LDH.
- 4.3.2.10** The Contractor shall develop and maintain call center policies, procedures, and scripts and monitor the accuracy of responses and call etiquette.

- 4.3.2.11** The Contractor shall provide general assistance and information to Beneficiaries seeking to understand how to access transportation to medical care.

4.3.3 Scheduling of Trips

- 4.3.3.1** The Contractor shall develop and maintain procedures to receive and schedule all requests for NEMT and NEAT services in accordance with the policies established in the MCO Manual and Medicaid Services Manual.
- 4.3.3.2** The Contractor shall accept requests for NEMT and NEAT services received through the Contractor's call center, website, and any other intake mechanism made available by the Contractor.
 - 4.3.3.2.1** If requested through the call center, the Contractor shall review and schedule transportation before the call ends, when practicable, and send a confirmation e-mail or text, depending on the Beneficiary's preferred method of communication, to the Beneficiary.
 - 4.3.3.2.2** If requested through the website or any other electronic application, the Contractor shall send a confirmation e-mail or text, depending on the Beneficiary's preferred method of communication, to the Beneficiary when the trip has been scheduled no later than close of business the next Business Day.
- 4.3.3.3** The Contractor shall notify Beneficiaries of changes to Trip details by phone, e-mail, or text, depending on the Beneficiary's preferred method of communication.
- 4.3.3.4** The Contractor shall approve transportation for the least costly means available to and/or from a qualified Healthcare Provider of routine or specialty care within the Beneficiary's transportation service area. The transportation service area is defined as the area that complies with Attachment F, Geographic Access Standards.
- 4.3.3.5** The Contractor shall not allow Transportation Providers to self-select trips.
- 4.3.3.6** The Contractor shall utilize eligibility and enrollment files provided by LDH, the MCOs, or their designees to verify the Beneficiary's eligibility and enrollment status.
- 4.3.3.7** The Contractor shall utilize Healthcare Provider registry files provided by LDH, the MCOs, or their designees to verify that the requested Trip is to and/or from a Healthcare Provider or Facility. The Contractor shall conduct a second level review if the address is not listed in the file. The second level review may include a web-based search. If the location does not belong to a Healthcare Provider or Facility, the Contractor shall verify with the MCO that the Trip is either to an approved VAB or a prior authorized Medicaid Covered Service performed in the community.
- 4.3.3.8** The Contractor shall ensure that Trips are not scheduled to excluded or restricted locations, as provided in the MCO Manual and Medicaid Services Manual.

4.3.3.9 Prior to scheduling out-of-state transportation, the Contractor shall confirm and document that the out-of-state medical care has been prior authorized, as all out-of-state non-emergency medical care must be prior authorized.

4.3.3.10 The Contractor may arrange transportation on a commercial airline for out-of-state Trips when appropriate, considering whether it is the least costly means of transportation or due to potential negative impact to the Beneficiary's health if transported by other means, when authorized by LDH or the MCO.

4.3.3.11 The Contractor shall accommodate requests for Standing Orders in accordance with the MCO Manual and Medicaid Services Manual.

4.3.4 State Fair Hearings

4.3.4.1 The Contractor shall participate in state fair hearings as directed by LDH. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Louisiana Division of Administrative Law.

4.3.4.2 The Contractor shall attend and prepare documentation for state fair hearings, appeals, and related meetings.

4.3.5 Fraud and Abuse

4.3.5.1 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.

4.3.5.2 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.

4.3.6 Record Retention

4.3.6.1 The Contractor shall retain documentation of all Trip information, including, but not limited to, call logs and recordings, approvals, Standing Orders, provider assignments, completed Certification of Ambulance Transportation forms, documentation related to the dispatch of an out-of-region NEMT Provider, and all other Trip details.

4.3.6.2 The Contractor shall have online retrieval and access to documents and files for audit and reporting purposes for ten (10) years following termination of the Contract in live systems and an additional four (4) years in archival systems. Historical encounter data submission shall be retained for a period not less than ten (10) years following termination of the Contract.

- 4.3.6.3** Audit trails shall be maintained online for ten (10) years following termination of the Contract in live systems and an additional four (4) years in archival systems.
- 4.3.6.4** The Contractor shall provide access to information in machine-readable format within forty-eight (48) hours of requests for information less than six (6) years old and within seventy-two (72) hours of requests for information greater than six (6) years old.
- 4.3.6.5** If an audit or administrative, civil, or criminal investigation or prosecution is in progress or unresolved, information shall be kept in electronic form until all tasks or proceedings are completed.
- 4.3.6.6** Under no circumstances shall the Contractor destroy or dispose of any such records, even after the expiration of the retention periods provided above, without the express prior written permission of LDH.

4.4 Beneficiary and Transportation Provider Support

4.4.1 Interpretation and Translation Services

- 4.4.1.1** LDH shall provide on its website the prevalent non-English languages spoken by Beneficiaries in the State.
- 4.4.1.2** The Contractor shall make interpretation services, including real-time oral interpretation and the use of auxiliary aids such as TTY/TDD, available free of charge to each Beneficiary. This applies to all non-English languages and not just those that Louisiana specifically requires (Spanish).
- 4.4.1.3** The Contractor shall ensure that translation services are provided for all written materials for any language that is spoken as a primary language for four percent (4%) or more Beneficiaries. Within ninety (90) Calendar Days of notice from LDH, materials shall be translated and made available. Materials shall be made available at no charge in that specific language to ensure a reasonable chance for all Beneficiaries to understand how to access the Contractor and use services appropriately.
- 4.4.1.4** Written materials shall also be made available in alternative formats upon request of the Beneficiary at no cost.
- 4.4.1.5** The Contractor's website and other written materials critical to obtaining services shall include taglines in the prevalent non-English languages in the state and large print explaining the availability of written translation or oral interpretation to understand the information provided, information on how to request auxiliary aids and services, and the toll-free and TTY/TDD telephone number of the Contractor's call center. Large print means printed in a conspicuously-visible font size.

4.4.2 Provider Support

4.4.2.1 Website

4.4.2.1.1 The Contractor shall have a provider-facing component of its public website which shall include general and up-to-date information about the Louisiana Medicaid program that is applicable to Transportation Providers. This shall include, but is not limited to:

- 4.4.2.1.1.1** Transportation Provider manuals;
- 4.4.2.1.1.2** Transportation-relevant LDH bulletins;
- 4.4.2.1.1.3** Educational materials;
- 4.4.2.1.1.4** Required Transportation Provider forms;
- 4.4.2.1.1.5** Web forms to submit an inquiry or complaint; and
- 4.4.2.1.1.6** Call center numbers and operating hours.

4.4.2.1.2 The website shall provide a secure provider portal with the following capabilities:

- 4.4.2.1.2.1** Allows Transportation Providers to submit credentialing documents and request updates to their rosters of drivers and vehicles;
- 4.4.2.1.2.2** Provides the instructions and mechanism for Transportation Providers to submit claims and all documentation required for reimbursement; and
- 4.4.2.1.2.3** Provides claims status information to Transportation Providers.

4.4.2.1.3 The Contractor shall provide free access to the portal and unique user accounts for all Transportation Providers upon request.

4.4.2.2 Mobile Application

4.4.2.2.1 The Contractor shall maintain a mobile application that is compatible with Android and iOS platforms and has the following capabilities:

- 4.4.2.2.1.1** Requires secure user login and authentication;
- 4.4.2.2.1.2** Displays the driver's daily manifest;
- 4.4.2.2.1.3** Scans the QR code on Medicaid ID cards to verify the Beneficiary's identity;
- 4.4.2.2.1.4** Captures the timestamp and geolocation of the Beneficiary's pickup and drop-off;
- 4.4.2.2.1.5** Tracks the driving route between pickup and drop-off;

- 4.4.2.2.1.6** Captures the Beneficiary's signature when required;
- 4.4.2.2.1.7** Captures the Healthcare Facility representative's and driver's signatures (required for Gas Reimbursement Providers only); and
- 4.4.2.2.1.8** Enables providers to submit claims and all documentation required for reimbursement.

- 4.4.2.2.2** The Contractor shall have policies and procedures that require Profit, Non-Profit, and Gas Reimbursement Provider drivers to use the mobile application to capture all of the information identified above, unless otherwise specified.
- 4.4.2.2.3** The Contractor shall provide free access to the mobile application and unique user accounts for all Profit, Non-Profit, and Gas Reimbursement Providers and their drivers.
- 4.4.2.2.4** The Contractor shall provide a smart device, which is capable of running the mobile application and receiving and transmitting data, and an unlimited data plan to each Profit and Non-Profit Provider driver.
- 4.4.2.2.5** The data from the app must be synced to the Contractor's provider portal in real time. The provider portal must allow the Transportation Provider to certify the Trip and to submit the claim and all documentation required for reimbursement.

4.4.2.3 Provider Education

The Contractor shall educate Transportation Providers regarding the requirements of the Contract, including but not limited to, billing procedures and the process for escalating complaints as outlined in LDH Informational Bulletin 21-2 on the [LDH website](#) before approaching LDH.

4.4.2.4 Provider Manual

- 4.4.2.4.1** The Contractor shall develop and maintain a comprehensive provider manual customized to the Louisiana Medicaid Program that is in alignment with the Contract, MCO Manual, and the Medicaid Services Manual and inclusive of all applicable Contractor-established policies. The Contractor shall not include references to the Contract, MCO Manual, and Medicaid Services Manual in lieu of drafting its own comprehensive policies.
- 4.4.2.4.2** The provider manual must include claim submission instructions, including, but not limited to:
 - 4.4.2.4.2.1** The process and timeframe for Transportation Providers to submit, adjust, and void claims;
 - 4.4.2.4.2.2** The process by which the Contractor determines that the Transportation Provider has submitted a Clean Claim;

4.4.2.4.2.3 The process and timeframe for Transportation Providers to dispute denied claims. The Transportation Provider shall have one hundred eighty (180) Calendar Days from the date of denial to dispute the denied claim.

4.4.2.4.3 The Contractor shall submit a copy of the provider manual to LDH for approval during Readiness Review.

4.4.2.4.4 The Contractor is responsible for monitoring the LDH website for revisions to the MCO Manual and Medicaid Services Manual and shall update its provider manual accordingly within thirty (30) Calendar Days of the revision. Any other (i.e., Contractor-driven) changes to the provider manual shall be submitted to LDH at least thirty (30) Calendar Days prior to the implementation of the change.

4.4.2.4.5 The Contractor shall provide its Transportation Providers access to the Provider Manual, and any updates, either through the provider website or by providing paper copies to Transportation Providers upon request.

4.4.3 Complaints

4.4.3.1 The Contractor shall establish and maintain a system for receiving, reviewing, resolving, and reporting complaints received from Beneficiaries, Healthcare Providers, Transportation Providers, drivers, LDH, and the MCOs. The system shall retain all complaint history, including resolution outcomes.

4.4.3.2 The Contractor shall develop and implement written policies and procedures which detail the operation of the complaint system. The policies and procedures shall include, at a minimum:

4.4.3.2.1 The requirement to resolve and communicate the resolution to the appropriate parties within thirty (30) Calendar Days of receipt;

4.4.3.2.2 A description of how complaints may be filed, verbally and in writing;

4.4.3.2.3 A description of how staff are trained to operate the complaint system;

4.4.3.2.4 A process for thoroughly investigating each complaint and for collecting pertinent facts from all parties during the investigation; and

4.4.3.2.5 A process to escalate issues to the Contractor's executive staff.

4.4.3.3 The Contractor shall analyze complaints and address systemic issues identified through the analysis.

4.4.4 Beneficiary Surveys

- 4.4.4.1** The Contractor shall conduct periodic surveys of Beneficiaries for whom transportation services were authorized to assess the delivery and quality of services as directed by LDH.
- 4.4.4.2** LDH, at its discretion, may specify the distribution and size of the Sample.
- 4.4.4.3** The Contractor may conduct the survey either via mail or online.
- 4.4.4.4** Surveys shall address the following:
 - 4.4.4.4.1** Driver conduct;
 - 4.4.4.4.2** Driver assistance when required;
 - 4.4.4.4.3** Safe operation of vehicle by driver;
 - 4.4.4.4.4** Condition, comfort, and convenience of vehicle; and
 - 4.4.4.4.5** Punctuality of service.

4.5 Payment and Financial Provisions

4.5.1 Minimum Reimbursement to Transportation Providers

The Contractor shall reimburse Transportation Providers a rate not less than the published Medicaid FFS Rate in effect on the date of service, unless mutually agreed to by both the Contractor and the Transportation Provider.

4.5.2 Commercial Airfare

The Contractor shall pay for the cost of commercial air travel in accordance with the policies established in the MCO Manual and Medicaid Services Manual.

4.5.3 Meals, Lodging, and Other Permitted Travel Expenses

The Contractor shall reimburse Beneficiaries for the cost of meals, lodging, and other permitted travel expenses established in the MCO Manual and Medicaid Services Manual.

4.6 Technical Requirements

4.6.1 General Requirements

- 4.6.1.1** The Contractor shall provide full system access to LDH by allowing LDH personnel, direct, real-time, read-only access to its data for the purpose of data mining and compliance monitoring. Access shall be granted within thirty (30) Calendar Days of the Operational Start Date.

- 4.6.1.2** The Contractor's system shall be capable of sending and receiving electronic data transfers to and from LDH, the MCOs, and their contractors to support operations as determined by LDH.
- 4.6.1.3** The Contractor's system must interface with LDH, MCOs, and their contractors as directed by LDH and the MCOs.
- 4.6.1.4** The Contractor shall be responsible for all initial and recurring costs required to interface with required system(s), as well as LDH access to the Contractor's system(s). These costs include, but are not limited to, hardware, software, licensing, and authority/permission to utilize any patents, annual maintenance, support, and connectivity with LDH and the FI.

4.6.2 Public Website

- 4.6.2.1** The Contractor shall maintain a public website, accessible using mobile devices, that includes the following information and capabilities, at a minimum:
 - 4.6.2.1.1** General and up-to-date information about the Contractor as it relates to the Louisiana Medicaid Program;
 - 4.6.2.1.2** Trip scheduling instructions;
 - 4.6.2.1.3** Call center information, including hours of operation;
 - 4.6.2.1.4** Electronic submission of requests for transportation and complaints;
 - 4.6.2.1.5** Link to the Louisiana Medicaid Program website; and
 - 4.6.2.1.6** Updates on emergency situations that may impact the public, such as the events described in the Continuity of Operations Plan section.
- 4.6.2.2** The website shall include a secure portal, which allows healthcare facilities to request and revise trips, including Standing Orders, and track the status of their request. The Contractor shall provide free access to the portal and unique user accounts for all healthcare facilities upon request.
- 4.6.2.3** The website shall include a section for Transportation Providers that complies with the website requirements in the *Provider Support* section of the Contract.
- 4.6.2.4** The Contractor website should, at a minimum, be in compliance with Section 508 of the Americans with Disabilities Act, and meet all standards the Act sets for people with visual impairments and disabilities that make usability a concern.
- 4.6.2.5** The Contractor is responsible for ensuring that the website is maintained with accurate and current information and is compliant with requirements of the Contract.

4.6.2.6 The Contractor shall grant user-defined LDH access to and training on the website.

4.6.2.7 The website, including all portals, is considered marketing material and, as such, must be reviewed and approved during Readiness Review and upon changes.

4.6.3 Electronic Messaging

4.6.3.1 The Contractor shall provide a continuously available e-mail system to facilitate communication with LDH and the MCOs. This email system shall be capable of attaching and sending documents.

4.6.3.2 The Contractor shall establish a HIPAA-compliant secure email system that is password protected for both sending and receiving any PHI.

4.6.4 Information Security and Access Management

4.6.4.1 The Contractor's system shall employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:

4.6.4.1.1 Establish unique access identification per Contractor employee;

4.6.4.1.2 Restrict access to information on a "least privilege" basis, such as users permitted inquiry privileges only shall not be permitted to modify information;

4.6.4.1.3 Restrict access to specific system functions and information based on an individual user profile, including inquiry only capabilities; global access to all functions shall be restricted to specified staff jointly agreed to by LDH and the Contractor; and

4.6.4.1.4 Restrict unsuccessful attempts to access system functions to three (3), with a system function that automatically prevents further access attempts and records these occurrences.

4.6.4.2 The Contractor will be required to transmit all data, which is relevant for analytical purposes, to LDH on a regular schedule in XML format or format compatible with LDH operations. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML or compatible files for this purpose will be transmitted via Secure File Transfer Protocol (SFTP) to LDH. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

4.6.4.3 The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in the Contract.

- 4.6.4.4** The Contractor shall adhere to Federal and State laws, regulations, rules, policies, procedures, and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of the Contract.
- 4.6.4.5** The Contractor shall clearly identify any systems or portions of systems which are considered to be proprietary in nature.
- 4.6.4.6** Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems—including systems maintained by other Contractors including, but not limited to, FI and Enrollment Broker resources that are relevant to successful completion of the requirements of this Contract. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this Contract. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- 4.6.4.7** Contractor interface connections with the State shall be established, monitored, and maintained in compliance with the State's Information Security Policy located at: <http://www.doa.la.gov/pages/ots/informationsecurity.aspx>.
- 4.6.4.8** Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- 4.6.4.9** Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
- 4.6.4.10** Any Contractor use of flash drives or external hard drives for storage of Louisiana Medicaid Program data shall first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- 4.6.4.11** All Contractor utilized computers and devices must:
- 4.6.4.11.1** Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
 - 4.6.4.11.2** Have installed all security patches that are relevant to the applicable operating system and any other system software; and
 - 4.6.4.11.3** Have encryption protection enabled at the Operating System level.
- 4.6.4.12** The Contractor shall comply with HIPAA privacy and security requirements when creating, collecting, using, and disclosing PHI in accordance with 45 CFR §155.260.
- 4.6.4.13** The Contractor shall ensure that its system is operated in compliance with the Centers for Medicare and Medicaid Services' ("CMS") latest version of the Minimum

4.6.4.13.1 Multi-factor authentication is a CMS requirement for all remote users, privileged accounts, and non-privileged accounts. In this context, “remote user” refers to staff accessing the network from offsite, normally with a client VPN (“Virtual Private Network”) with the ability to access CMS, specifically Medicaid, data.

4.6.4.13.2 A site-to-site tunnel is an extension of LDH’s network. For Contractors that are utilizing a VPN site-to-site tunnel and also have remote users who access CMS data, the Contractor is responsible for providing and enforcing multi-factor authentication. Contractors that do not utilize a VPN site-to-site tunnel will be charged for dual authentication licensing and hardware tokens as necessary. Costs associated with the purchase and any replacement of lost hardware tokens will be charged to the Contractor.

4.6.5 Remote Back-up

4.6.5.1 The Contractor shall provide for remote back-up of all files and data related to the Contract.

4.6.5.2 The Contractor shall have a data back-up policy which includes, but is not limited to:

4.6.5.2.1 The controls and procedures for back-up processing, including frequency;

4.6.5.2.2 Identification, description, and location of the backed-up data; and

4.6.5.2.3 Any changes to back-up procedures in relation to the Contractor’s technology changes.

4.7 Claims and Encounter Management

The Contractor is responsible for submitting encounters to LDH for the FFS Program. The Contractor shall be required to submit either claims or encounters to the MCOs in accordance with the Contractor’s agreements with the MCOs.

4.7.1 Claims Management

4.7.1.1 The Contractor shall maintain an electronic claims management system that contains complete, accurate, and real-time claims information and has the following minimum functionality:

4.7.1.1.1 Uniquely identify the Transportation Provider, using the National Provider Identifier (NPI) if the Transportation Provider has been issued one by the CMS National Plan and Provider Enumeration System (NPPES);

4.7.1.1.2 Identify the date of receipt of the claim by the Contractor;

- 4.7.1.1.3** Identify claim status and history;
- 4.7.1.1.4** Identify the date and form of payment, including the check number or electronic funds transfer (EFT) reference number;
- 4.7.1.1.5** Capture all data elements as required by LDH for encounter data submission as stipulated in the MCO System Companion Guide and the Louisiana Medicaid 837 Health Care Claim Companion Guides;
- 4.7.1.1.6** Accept submission of paper-based and electronic claims;
 - 4.7.1.1.6.1** NEMT Providers shall be able to submit paper-based claims or electronic claims information via the Provider Portal;
 - 4.7.1.1.6.2** NEAT Providers shall be able to submit paper-based claims (CMS-1500) or electronic claims (837P) via the claims management system;
 - 4.7.1.1.6.3** NEAT Providers shall be able to submit the Certification of Ambulance Transportation (CAT) form via paper-based or electronic submissions. The Contractor shall have a unique identifier to link the CAT form to the claim;
- 4.7.1.1.7** Accept submission of paper-based and electronic adjustments and voids; and
- 4.7.1.1.8** Have the capability to pay claims at \$0.00.
- 4.7.1.2** The Contractor shall not charge the Transportation Providers a fee for the submission of a claim, adjustments, or voids.
- 4.7.1.3** The Contractor shall provide web and phone-based access to Transportation Providers to obtain claim processing status information at no charge.
- 4.7.1.4** The Contractor shall incur all costs associated with certifying HIPAA transactions readiness through a third party prior to submitting claims or encounter data to the MCO.
- 4.7.1.5** The Contractor shall have policies and procedures for the processing of paper-based and electronic claims, which shall be submitted to LDH during Readiness Review.
- 4.7.2** Timely Filing Guidelines
 - 4.7.2.1** Claims must be filed within three hundred sixty-five (365) Calendar Days of the date of service. The Contractor shall deny any claim not initially submitted to the Contractor by the three hundred and sixty-fifth (365th) Calendar Day from the date of service.
 - 4.7.2.2** The Contractor shall not remove or deactivate Trip information for which a claim has not been submitted or otherwise impede on the Transportation Provider's ability to

submit a claim at any time prior to the expiration of the three hundred sixty-five (365) day period.

- 4.7.2.3** For the purpose of reporting on payment to Transportation Providers, an adjustment to a paid claim shall not be counted as a claim, and electronic claims shall be treated as being identical to paper-based claims.

4.7.3 Claims Processing

4.7.3.1 Claims Processing Timelines

The Contractor shall ensure that all provider claims are processed according to the following timeframes:

- 4.7.3.1.1** Process and pay or deny, as appropriate, at least ninety percent (90%) of all Clean Claims for each claim type, within fifteen (15) Business Days of the receipt.
- 4.7.3.1.2** Process and pay or deny, as appropriate, one hundred percent (100%) of all Clean Claims for each claim type, within thirty (30) Calendar Days of the date of receipt.

4.7.3.2 Rejected Claims

The Contractor may reject claims because of missing or incomplete information required for adjudication. The Contractor's system shall have the ability to reject claims and notify the Transportation Provider of the rejection.

4.7.3.3 Payment to Providers

- 4.7.3.3.1** At a minimum, the Contractor shall run one (1) provider payment cycle per week, on the same day each week.
- 4.7.3.3.2** The Contractor shall provide Transportation Providers the option to be paid via check or EFT. If the Contractor interfaces to an automated clearinghouse (ACH) for EFT payments, it shall be CAQH/CORE compliant.
- 4.7.3.3.3** The Contractor shall encourage that its providers, as an alternative to the filing of paper-based claims, submit and receive claims information through electronic data interchange (EDI).
- 4.7.3.3.4** The Contractor shall pay providers interest at a rate of twelve percent (12%) per annum, calculated daily for the full period in which a payable Clean Claim remains unpaid beyond the thirty (30) Calendar Day Clean Claims processing deadline. Interest owed to the provider shall be paid the same date that the claim is Adjudicated. Any interest payment should be reported on the applicable encounter submissions to the FI as defined in the MCO System Companion Guide.

4.7.3.4 Claims Reprocessing

If the Contractor or LDH or its subcontractors or Transportation Providers discover errors made by the Contractor when a claim was Adjudicated, the Contractor shall make corrections and reprocess the claim within fifteen (15) Calendar Days of discovery or notification, or if circumstances exist that prevent the Contractor from meeting this time frame, by a specified date subject to LDH written approval. The Contractor shall pay Transportation Providers interest at twelve percent (12%) per annum, calculated daily for the full period in which a payable Clean Claim remains unpaid beyond either the fifteen (15) Calendar Day claims reprocessing deadline or the specified deadline approved by LDH in writing, whichever is later. The Contractor shall automatically recycle all impacted claims for all providers and shall not require the provider to resubmit the impacted claims.

4.7.3.5 Adjustments and Voids

The Contractor may adjust or void incorrect claims payments in accordance with the MCO System Companion Guide and the Louisiana Medicaid 837 Health Care Claim Companion Guides.

4.7.4 Encounter Data

4.7.4.1 The Contractor's system must interface with LDH systems to transmit encounter data to the FI in compliance with the System Companion Guide and as follows:

- 4.7.4.1.1** Submit encounter data weekly for all dates of service during the contract period.
- 4.7.4.1.2** Utilize the MCO System Companion Guide and the Louisiana Medicaid HIPAA 5010A General Companion Guide and become familiar with the claims data elements that must be included in encounters. The Contractor shall retain all required data elements in claims history for the purpose of creating encounters that are compatible with LDH and its FI's billing requirements.
- 4.7.4.1.3** Utilize an LDH and HIPAA v5010 compliant 837 format using an assigned unique submitter identification number. Support updates to the HIPAA standard transaction sets when disseminated by CMS and approved by LDH.
- 4.7.4.1.4** Submit encounters electronically in the standard HIPAA v5010 transaction formats, specifically the ANSI X12N 837 provider-to-payer-to-payer COB Transaction format. Compliance with all applicable HIPAA, federal, and state mandates, both current and future, is required.
- 4.7.4.1.5** Have the capability to convert all information that enters its claims system via paper-based or electronic claims to electronic encounter data for submission in the appropriate HIPAA compliant format.
- 4.7.4.1.6** Submit paid, denied, adjusted, and voided claims as encounters to the FI. LDH will establish the appropriate identifiers to indicate these claims as encounters, and information will be provided in the MCO System Companion Guide.

- 4.7.4.1.7** Ensure that encounter files contain settled claims, adjustments, denials, or voids, including, but not limited to, adjustments necessitated by payment errors, processed during that payment cycle.
- 4.7.4.1.8** Resolve denied encounters when appropriate. LDH has authorized their FI to edit encounters using a common set of edit criteria that might cause denials. Encounter denial codes shall be deemed “repairable” or “non-repairable”. An example of a repairable encounter is “provider invalid for date of service”. An example of a non-repairable encounter is “exact duplicate”. The Contractor is required to be familiar with the FI edit codes and dispositions for the purpose of repairing encounters denied by the FI. A list of encounter edit codes is located in the MCO System Companion Guide.
- 4.7.4.1.9** Address any issues that prevent processing of encounter data in order to maintain integrity of processing.
- 4.7.4.1.10** Make an adjustment to encounters when the Contractor discovers the data is incorrect, no longer valid, or some element of the claim not identified as part of the original claim needs to be changed except as noted otherwise. If LDH or its subcontractors discover errors or a conflict with a previously Adjudicated encounter claim, the Contractor shall be required to adjust or void the encounter claim within fifteen (15) Calendar Days of notification by LDH or, if circumstances exist that prevent the Contractor from meeting this time frame, by a specified date as approved by LDH.
- 4.7.4.1.11** Reconcile any invoiced data against the submitted and accepted encounter data.
- 4.7.4.1.12** Accept from the FI a HIPAA v5010 835 transaction file weekly that identifies Contractor encounters processed in the prior week.
- 4.7.4.1.13** Use the weekly 835 transaction set to resolve Contractor encounter denials in the FI’s processing system.
- 4.7.4.2** The Contractor’s system shall be ready to submit encounter data to the FI in a provider-to-payer-to-payer COB format within sixty (60) Calendar Days of the Operational Start Date, and to the MCOs within forty-five (45) Calendar Days of the Operational Start Date if applicable.
- 4.7.4.3** The Contractor shall incur all costs associated with certifying HIPAA transactions readiness through a third party prior to submitting encounter data to the FI. Data elements and reporting requirements are provided in the MCO System Companion Guide.
- 4.7.4.4** The Contract Operations Manager or their designee shall attest to the truthfulness, accuracy, and completeness of all encounter data submitted to the FI. The Contractor shall submit to LDH required encounter attestations for each submitted 837 encounter file in a format and frequency established by LDH.

4.8 Audit and Inspection Requirements

- 4.8.1** The State, including LDH, Louisiana Office of the Attorney General Medicaid Fraud Control Unit (MFCU), and the Louisiana Legislative Auditor (LLA), and the federal government, including, CMS, HHS Inspector General, and the General Accounting Office, or their designees, have the right to audit, evaluate, and inspect any records or systems that pertain to any activities performed or amounts payable under the Contract at any time.
- 4.8.1.1** This right exists for ten (10) years from the termination of the Contract for the Contractor and any subcontractors or from the date of completion of any audit, whichever is later; provided, however that if any of the entities above determine that there is a reasonable possibility of Fraud or similar risk, they may audit, evaluate, and inspect at any time.
- 4.8.1.2** The Contractor and any subcontractors shall make their premises, facilities, equipment, records, and systems available for the purposes of any audit, evaluation, or inspection described immediately above.
- 4.8.2** The Contractor and its providers and subcontractors shall make all program and financial records and service delivery sites open to the representative or any designees of the above upon request. HHS, OIG, LDH, GAO, the State Auditor's Office, the Office of the Attorney General, and/or the designees of any of the above shall have timely and reasonable access and the right to examine and make copies, excerpts, or transcripts of all books, documents, papers, and records which are directly pertinent to a specific program for the purpose of making audits and examinations, contact and conduct private interviews with Contractor clients, employees, and contractors, and do on-site reviews of all matters relating to service delivery as specified by the Contract.
- 4.8.3** The Contractor and its providers and subcontractors shall provide originals and/or copies (at no charge) of all records and information requested. Requests for information shall be compiled in the form and the language requested.
- 4.8.4** The Contractor's employees, consultants, and its subcontractors and their employees shall cooperate fully and be available in person for interviews, grand jury proceedings, pre-trial conferences, hearings, trials, and in any other investigative or judicial processes.
- 4.8.5** The Contractor shall perform quarterly ride-a-longs and/or training meetings with LDH staff throughout the State at the Contractor's expense.

PART 5: CONTRACT PAYMENT TERMS FOR THE FFS PROGRAM

5.1 Invoicing

5.1.1 The Contractor shall submit an invoice by the 15th of every month for actual Trip costs paid in the prior calendar month and the associated administrative fee per Trip Leg for the FFS Program.

5.1.1.1 Actual Trip costs include Transportation Provider reimbursement, commercial airfare, meals, lodging, and other permitted travel expenses.

5.1.1.2 The administrative fee includes the cost of all services provided pursuant to the Contract, minus actual trip costs.

5.1.2 The Contractor shall submit final invoices to LDH within fifteen (15) Calendar Days after Contract termination.

5.2 Reimbursement

LDH shall reimburse the Contractor for actual Trip costs paid in the prior calendar month for the FFS Program and the associated administrative fee per Trip Leg.

Payments are predicated upon successful completion of services described in the Contract and will be made only after LDH approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) Calendar Days of an approved invoice.

5.3 Retainage

LDH shall retain ten percent (10%) from all billings under the Contract as surety for performance. The retainage amount shall be released within ninety (90) Calendar Days after the termination of the Contract upon successful completion of contract deliverables and submission of an invoice.

PART 6: CONTRACT MONITORING AND NON-COMPLIANCE

6.1 Contract Monitoring

6.1.1 LDH is responsible for the primary oversight of the Contract, including Louisiana Medicaid Program policy decision-making and Contract interpretation. As appropriate, LDH shall provide clarification of Contract requirements and Louisiana Medicaid Program policy, regulations and procedures and shall schedule meetings as necessary with the Contractor.

6.1.2 Contract Monitor

Transportation Program Manager or their Designee
Louisiana Department of Health
Bureau of Health Services Financing
628 North Fourth Street, 7th floor
Baton Rouge, LA 70802

6.2 Contract Non-Compliance

When LDH identifies that the Contractor is not compliant with the terms of the contract, LDH may pursue administrative actions, Monetary Penalties, and/or contract termination.

6.2.1 Administrative Actions

6.2.1.1 LDH may issue a warning through written notice or verbal consultation.

6.2.1.2 LDH may require the Contractor to develop a Corrective Action Plan (CAP) that includes the steps to be taken by the Contractor to obtain compliance with the terms of the Contract.

6.2.1.2.1 A CAP is not required before LDH may pursue any other non-compliance action, including Monetary Penalties, authorized in the Contract.

6.2.1.2.2 LDH may impose Monetary Penalties if the terms of the CAP are not met. Monetary Penalties shall continue until satisfactory correction of the non-compliance has been made as determined by LDH.

6.2.2 Monetary Penalties

6.2.2.1 General Information

6.2.2.1.1 Failure to comply with the requirements and performance standards set forth in the Contract may result in the assessment of a Monetary Penalty per incident and/or per Calendar Day of non-compliance. Determinations of non-compliance may be based on findings from a review of deliverables, complaints, or any other reliable source at the sole discretion of LDH.

6.2.2.1.2 Monetary Penalties may be assessed against the Contractor at the sole discretion of LDH, regardless of whether an administrative action is issued. LDH will notify the Contractor of the assessment of Monetary Penalties in writing.

6.2.2.1.3 LDH's failure to assess Monetary Penalties in one or more of the particular instances described herein shall not waive the right of LDH to assess Monetary Penalties or actual damages in the future.

6.2.2.1.4 The Table of Monetary Penalties specifies permissible Monetary Penalties for certain violations of the Contract. For any violation not explicitly described in the table, LDH may impose a Monetary Penalty of up to two thousand five hundred dollars (\$2,500) per occurrence per Calendar Day.

6.2.2.2 Table of Monetary Penalties

Failed Deliverable	Penalty
Operations Start Date	Ten thousand dollars (\$10,000) per Calendar Day beyond the Operational Start Date that the Contractor has not fully satisfied the Readiness Requirements, as determined by LDH.
Call Center	<p>Ten thousand dollars (\$10,000) per Calendar Day for failure to operate a toll-free hotline in accordance with contract requirements.</p> <p>Two thousand dollars (\$2,000) for each thirty (30) second time increment, or portion thereof, by which the daily average hold time exceeds the maximum acceptable hold time.</p> <p>Two thousand dollars (\$2,000) for each percentage point for each standard that fails to meet the requirements for a monthly reporting period.</p>
Failure to Transport	<p>Two thousand five hundred dollars (\$2,500) per incident for non-hospital discharge; or</p> <p>Three thousand dollars (\$3,000) per incident of failure to transport a hospital discharge that results in an additional night's stay in the hospital.</p>
Late Arrival for Pickup Impacting Treatment Time	Two thousand (\$2,000) per incident.
Inappropriate Use of NEAT	The difference between the cost of appropriate transport and the amount paid for the non-emergency ambulance transport per incident.
System Access	Ten thousand dollars (\$10,000) per Calendar Day for failure to provide full system access to LDH.
Public Website	Two thousand five hundred dollars (\$2,500) per Calendar Day for failure to maintain the required capabilities of the provider-facing component of the public website.

	One thousand dollars (\$1,000) per Calendar Day for failure to maintain up-to-date information on the public website.
Mobile Application	Two thousand five hundred dollars (\$2,500) per Calendar Day for failure to maintain the required capabilities of the mobile application.
Provider Manual	One thousand dollars (\$1,000) per Calendar Day for failure to maintain up-to-date information in the Provider Manual.
Requests for Information	Five hundred dollars (\$500) per Business Day for each response that is late, incorrect, incomplete, or does not meet Contract requirements.
Reports	Five hundred dollars (\$500) per Business Day for each report that is late, incorrect, incomplete, or does not meet Contract requirements.

PART 7: CONTRACT TERMS AND CONDITIONS

7.1 General Terms

- 7.1.1** The Operational Start Date is anticipated to be July 1, 2022. LDH reserves the right to revise the anticipated Operational Start Date and shall provide the Contractor sixty (60) Calendar Days' prior notice of such change. The Contractor shall successfully complete a Readiness Review as specified in the Contract prior to the Operational Start Date.
- 7.1.2** The term of the Contract shall be thirty-six (36) months from the Operational Start Date unless terminated prior to that date in accordance with State or Federal law or terms of the Contract. With all proper approvals and concurrence of the Contractor, LDH may also exercise an option to extend the Contract for up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial term, inclusive of any and all amendments. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval required by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the contract amendment, to the Office of State Procurement (OSP) to extend contract terms beyond the initial thirty-six (36) month term. The total term of the Contract, with extensions, shall not exceed sixty (60) months. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.
- 7.1.3** The Contract shall not be valid, nor shall LDH be bound by the Contract, until it has first been executed by the Contractor and the head of the using agency, or his designee, and has been approved in writing by the director of OSP.
- 7.1.4** The Contractor shall comply, to the satisfaction of LDH, with: (1) all requirements set forth in the Contract; (2) State and Federal laws, rules, regulations, and the State Plan that govern the FFS and Managed Care Programs; (3) FFS requirements set forth in the Medicaid Services Manual; and (4) the MCO Manual.
- 7.1.5** The Contractor shall comply with all settlement agreements, orders, and/or judgements rendered by a court of competent jurisdiction.
- 7.1.6** LDH reserves the right to provide written clarification for non-material changes of Contract requirements whenever deemed necessary, at any point in the Contract period, to ensure the proper and efficient administration of the Louisiana Medicaid Program. Such clarifications shall be implemented by the Contractor and shall not require an amendment to the Contract.
- 7.1.7** LDH, at its discretion, may issue correspondence to inform the Contractor of changes in Louisiana Medicaid Program policies and procedures which may affect the Contract. Unless otherwise specified in the Louisiana Medicaid Program correspondence, the Contractor shall be given sixty (60) Calendar Days to implement such changes.

7.2 Amendments

- 7.2.1** No amendment shall be valid until executed by all parties and approved in writing by OSP in accordance with La. R.S. 39:1595.1. Any amendment to the Contract may require approval of CMS prior to the amendment implementation.
- 7.2.2** LDH, in its sole discretion, may pursue an amendment to the Contract at any time. Prior to submission of the amendment for the requisite approval(s), LDH may solicit feedback from the Contractor on the proposed amendment language. However, LDH retains final decision-making authority on the language that will ultimately be submitted to OSP for review and approval.
- 7.2.3** Unless otherwise specified by LDH, the Contractor shall implement all provisions of an amendment no later than sixty (60) Calendar Days from the date the Contractor receives the fully executed amendment.
- 7.2.4** Should the Contractor refuse to accept an amendment, it may submit a written request to LDH to terminate the Contract with an effective date of at least sixty (60) Calendar Days from the date of LDH's receipt of the written request. LDH shall have sole discretion to approve or deny the request for termination and to impose such conditions on the granting of an approval as it may deem appropriate.
- 7.2.5** LDH may terminate the Contract if the Contractor fails to execute an amendment within ten (10) Calendar Days of delivery.
- 7.2.6** If the Contract is terminated in accordance with Section 7.2.4 or 7.2.5, at a minimum, the requirements set forth in the "Turnover Requirements" section shall apply.

7.3 Assignment

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

7.4 References to Laws, Rules, or Regulations

All references in the Contract to any law, rule, or regulation shall be deemed to refer to the law, rule, or regulation in effect at the time of the issuance of the Contract or as they may be hereafter amended. Throughout the term of the Contract, including any extension(s), the Contractor shall comply with the laws, rules, and regulations in effect at that time.

7.5 Applicable Laws and Regulations

The Contractor agrees to comply with all applicable Federal and State laws, regulations, and rules and shall ensure compliance by Subcontractors and Transportation Providers. This includes, but is not limited to:

- 7.5.1** Constitutional provisions regarding due process and equal protection.
- 7.5.2** Code of Federal Regulations (C.F.R.), Title 42, Chapter IV, Subchapter C (Medical Assistance Programs).
- 7.5.3** Provisions relating to managed care in 42 U.S.C. §1396u-2.
- 7.5.4** All applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §7401, et seq.), regulations issued pursuant thereto; the Clean Water Act, as amended (33 U.S.C. §1251, et seq.), and regulations issued pursuant thereto; and the Pro-Children Act of 1994 (20 U.S.C. §6081, et seq.) and regulations issued pursuant thereto.
- 7.5.5** The Balanced Budget Act of 1997, as amended (P.L. 105-33), and regulations issued pursuant thereto; and the Balanced Budget Refinement Act of 1999, as amended (P.L. 106-113), and regulations issued pursuant thereto.
- 7.5.6** Section 1128 of the Social Security Act (42 U.S.C. §1320a-7) and regulations issued pursuant thereto, relating to exclusion of certain individuals and entities from participation in Medicare and the Louisiana Medicaid Program.
- 7.5.7** Section 1156 of the Social Security Act (42 U.S.C. §1320c-5) and regulations issued pursuant thereto.
- 7.5.8** The Drug Free Workplace Act of 1988, as amended (41 U.S.C. §8101, et seq.), and regulations issued pursuant thereto.
- 7.5.9** The Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) and regulations issued pursuant thereto, which provide that the Contractor and its Subcontractor(s) shall file the required certification. Each tier certifies to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.
- 7.5.10** The Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (P.L. 110-343) and regulations pursuant thereto, which require coverage for mental

health and substance use disorders to be no more restrictive than the coverage that generally is available for medical/surgical conditions.

7.6 Civil Rights Compliance

The Contractor agrees to abide by the following requirements, as applicable:

- 7.6.1** Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. §18116) and regulations issued pursuant thereto; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d, et seq.), and regulations issued pursuant thereto; Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e, et seq.), and regulations issued pursuant thereto; Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.) and regulations issued pursuant thereto; the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101, et seq.), and regulations issued pursuant thereto; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), and regulations issued pursuant thereto; Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d) and regulations issued pursuant thereto; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101, et seq.), and regulations issued pursuant thereto; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. §4212) and regulations issued pursuant thereto; the Fair Housing Act of 1968 (42 U.S.C. §3601, et seq.) and regulations issued pursuant thereto; and Federal Executive Order 11246.
- 7.6.2** The Contractor agrees not to discriminate in its employment practices, and will render services under the Contract without regard to race, color, religion, sex, sexual orientation, national origin, gender identity, veteran status, political affiliation, disability, or age in any matter relating to employment.
- 7.6.3** The Contractor agrees that no person, on the grounds of these factors, shall be excluded from participation in, or be denied benefits of the Contractor's program, or be otherwise subjected to discrimination in the performance of the Contract. The Contractor shall not use any policy or practice, including its employment practices, that has the effect of discriminating on these factors. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations, when applicable, as determined by LDH in its sole discretion, shall be grounds for termination of the Contract.
- 7.6.4** In all hiring or employment made possible by or resulting from the Contract, the Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in accordance with all applicable state and Federal laws regarding employment of personnel.
- 7.6.5** This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this

Section. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to disability, age, race, color, religion, sex, national origin, or sexual orientation. All inquiries made to the Contractor concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, national origin gender identity, veteran status, political affiliation, or sexual orientation. All responses to inquiries made to the Contractor concerning employment made possible as a result of the Contract shall conform to Federal, State, and local regulations.

- 7.6.6** The Contractor shall post notices of non-discrimination in conspicuous places, available to all employees and applicants. This provision shall be included in all Network Provider Agreements and subcontracts.

7.7 Confidentiality of Information

- 7.7.1** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the Contract, or which become available to the Contractor in carrying out the Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is independently developed by the Contractor outside the scope of the Contract, or is lawfully obtained free of restriction from a third party having the right to furnish such confidential data or information.

- 7.7.2** Under no circumstance shall the Contractor discuss and/or release information to the media concerning the Contract without prior express written approval of LDH.

7.8 Conflict of Interest

- 7.8.1** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contractor in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

- 7.8.2** The Contractor shall comply with the prohibitions set forth in 42 U.S.C. §1396a(a)(4)(C).

- 7.8.3** Neither the Contractor nor any subcontractor shall, for the duration of the Contract, have any interest that will conflict or appear to conflict, as determined by LDH, with the performance of services under the Contract, or that may be otherwise anticompetitive. Without limiting the generality of the foregoing, LDH requires that neither the Contractor nor any subcontractor have any financial, legal, contractual, or other business interest in any entity serving as an MCO for the Managed Care Program.

7.9 Warranty of Removal of Conflict of Interest

The Contractor warrants that it, its officers, and its employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall inquire of its officers and employees concerning such conflicts at least quarterly, and shall inform LDH of any potential or actual conflict(s) within one (1) Business Day of discovery. The Contractor warrants that it shall remove any conflict of interest prior to signing the Contract and during the term of the Contract.

7.10 Contract Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

7.11 Contract Language Interpretation

The Contractor and LDH agree that in the event of a disagreement regarding, arising out of, or related to, Contract language interpretation, LDH's interpretation of the Contract language in dispute shall control and govern.

7.12 Interpretation Dispute Resolution Procedure

- 7.12.1** The Contractor may request that LDH provide a determination with respect to the application of any provision of the Contract required for proper performance of the services under the Contract. Any such request must be submitted in writing to the Medicaid Deputy Director for Program Operations and Compliance.
- 7.12.2** If the Contractor does not agree with the interpretation provided by the Medicaid Deputy Director, the Contractor may request reconsideration. The request for reconsideration must be submitted in writing to the Medicaid Executive Director and include an explanation of about the reason for the disagreement. The deadline for requesting reconsideration is twenty-one (21) Calendar Days after receipt of the response from the Medicaid Deputy Director.
- 7.12.3** The option to dispute an interpretation does not apply to language in the Contract that is based on Federal or State laws, regulations, policies, procedures, or manuals, the State Plan, or Waivers.

- 7.12.4** The Medicaid Executive Director will render his or her final decision based upon written submissions from the Contractor and the Medicaid Deputy Director for Program Operations and Compliance, unless, at the sole discretion of the Medicaid Executive Director, the Medicaid Executive Director allows oral presentations by the Contractor and the Medicaid Deputy Director or his/her designee. If such a presentation is allowed, the information presented shall be considered in rendering the decision.
- 7.12.5** The Medicaid Executive Director shall reduce his or her decision to writing and provide a copy to the Contractor. The written decision of the Medicaid Executive Director shall be the final decision of LDH.
- 7.12.6** Pending final determination of any dispute over a LDH decision, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of LDH.

7.13 Cooperation with Other Contractors

In the event that LDH has entered into, or enters into, agreements with other contractors for additional work related to the services rendered under the Contract, including, but not limited to, FI and Enrollment Broker services, the Contractor agrees to cooperate fully with such other contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other LDH contractor.

7.14 Copyrights

If any copyrightable material is developed in the course of or under the Contract, LDH shall receive a royalty free, and shall have a non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for LDH purposes.

7.15 Corporation Requirements

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

- 7.15.1** If the Contractor is a for profit corporation whose stock is not publicly traded, the Contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
- 7.15.2** If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall obtain a Certificate of Authority from the Louisiana Secretary of State, in accordance with La. R.S. 12:301, *et seq.*
- 7.15.3** The Contractor's legal counsel shall provide written assurance to LDH that the Contractor is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under the Contract.

- 7.15.4** The Contractor shall secure and attach to the Contract a formal Board Resolution indicating the signatory to the Contract is a corporate representative and authorized to sign said Contract.

7.16 Debarment/Suspension/Exclusion

- 7.16.1** The Contractor agrees to comply with all applicable provisions of 2 C.F.R. Part 376, pertaining to nonprocurement debarment and/or suspension, and 42 C.F.R. §438.610, pertaining to prohibited affiliations.
- 7.16.2** The Contractor shall screen all directors, officers, partners, persons with beneficial ownership of five percent (5%) or more, Subcontractors, Transportation Providers, and persons with an employment, consulting, or other arrangement with the Contractor to determine whether they have been excluded from participation in Medicare, Medicaid, CHIP, and/or any other Federal health care programs.
- 7.16.3** The Contractor shall conduct such screenings monthly to capture exclusions and reinstatements that have occurred since the last search, and any exclusion information discovered should be immediately reported to LDH.
- 7.16.4** Any individual or entity that employs or subcontracts with an excluded Transportation Provider cannot claim reimbursement from the Louisiana Medicaid Program for any items or services furnished by the excluded Transportation Provider. This prohibition applies even when the Louisiana Medicaid Program payment itself is made to another Transportation Provider who is not excluded. Civil Monetary Penalties may be imposed against Transportation Providers who employ or enter into Provider Agreements with excluded individuals or entities to provide items or services to Beneficiaries. See 42 U.S.C. §1320a-7 and §1320a-7a and 42 C.F.R. §1003.140(a)(2).

7.17 Entire Contract and Order of Precedence

- 7.17.1** The Contract and any amendments thereof, including the RFP and any addenda issued thereto, the proposal submitted by the Contractor, and any attachments, appendices, and exhibits specifically incorporated therein by reference, constitute the entire agreement between the parties with respect to the subject matter.
- 7.17.2** The Contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, in the event of any inconsistency or conflict among the document elements of the Contract, such inconsistency or conflict shall be resolved by giving precedence to the following documents in the following order:
- 7.17.2.1** The body of the Contract with exhibits and attachments, excluding the RFP and the Contractor's proposal.
- 7.17.2.2** The RFP and any addenda and appendices.

7.17.2.3 The MCO Manual and Medicaid Services Manual.

7.17.2.4 The Proposal submitted by the Contractor in response to the RFP.

7.18 Governing Law and Venue

The Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, except its conflict of laws provisions. Any administrative proceeding, action at law, suit in equity, or judicial proceeding for the enforcement of the Contract or any provision thereof shall be instituted only in the administrative tribunals and courts of the State of Louisiana. Specifically, any state court suit shall be filed in the 19th Judicial District Court for East Baton Rouge Parish as the exclusive venue for same, and any Federal suit shall be filed in the U.S. District Court for the Middle District of Louisiana as the exclusive venue for same. This Section shall not be construed as granting a right or cause of action to the Contractor in any of the aforementioned Courts.

7.19 Attorney Fees

In the event LDH should prevail in any legal action arising out of the performance or non-performance of the Contract, the Contractor shall pay, in addition to any penalties or damages awarded, all expenses of such action including, but not limited to, reasonable attorney fees and costs. The term “legal action” shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

The Contractor is prohibited from expending funds received from LDH under the Contract to dispute, appeal, or take legal action arising out of the performance or non-performance of the Contract.

7.20 Confidentiality of Patient and Beneficiary Records – HIPAA

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) and the rules and regulations promulgated thereunder (45 C.F.R. Parts 160, 162, and 164). The Contractor shall ensure compliance with all HIPAA requirements across all systems and services related to the Contract, including transaction, common identifier, and privacy and security standards, by the effective date of those rules and regulations. The Contractor shall protect the privacy and confidentiality of medical records and any and all other health and enrollment information relating to Beneficiaries, which is provided to or obtained by or through the Contractor’s performance under the Contract, whether verbal, written, electronic file, or otherwise, as required by applicable provisions of 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Rule) and other State and Federal laws, or the Contract. Nothing stated herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals.

7.21 HIPAA Business Associate Provisions

As a “business associate” of LDH, as that term is defined in the HIPAA Privacy Rule, the Contractor shall comply with the HIPAA Business Associate provisions found in Section 43 of the LDH Standard Contract Form (CF-1), which is Attachment E to the RFP.

7.22 Security

- 7.22.1** Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.
- 7.22.2** The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.
- 7.22.3** Cybersecurity Training
 - 7.22.3.1** In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.
 - 7.22.3.2** For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include, but not be limited to, State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

7.23 Safeguarding Information

The Contractor shall establish written safeguards that restrict the use and disclosure of information concerning Beneficiaries to purposes directly connected with the performance of the Contract. The Contractor's written safeguards shall:

- 7.23.1** Be comparable to those imposed upon LDH by 42 C.F.R. Part 431, Subpart F, and La. R.S. 46:56;
- 7.23.2** State that the Contractor will identify and comply with any stricter state or Federal confidentiality standards which apply to specific types of information or information obtained from outside sources;

- 7.23.3** Require a written authorization from the Beneficiary before disclosure of information about him or her under circumstances requiring such authorization pursuant to 45 C.F.R. §164.508;
- 7.23.4** Not prohibit the release of statistical or aggregate data which cannot be traced back to particular individuals; and
- 7.23.5** Specify appropriate personnel actions to sanction violators.

7.24 Homeland Security Considerations

- 7.24.1** The Contractor shall perform all services under the Contract within the United States. The term “United States” includes the fifty (50) states, the District of Columbia, and U.S. territories. In addition, the Contractor will not hire any individual to perform any services under the 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.
- 7.24.2** If the Contractor performs services, or uses services, in violation of the foregoing paragraph, the Contractor shall be in material breach of the Contract and shall be liable to LDH for any costs, fees, damages, claims, or expenses it may incur. LDH may impose any sanction, up to and including termination for cause, for violation of this Section. Additionally, the Contractor shall be required to hold harmless and indemnify LDH pursuant to the indemnification provisions of the Contract.
- 7.24.3** The prohibitions in this Section shall also apply to any and all agents and Subcontractors of the Contractor to perform any services under the Contract.

7.25 Safety Precautions

LDH assumes no responsibility with respect to accidents, illnesses or claims arising out of any activity performed under the Contract. The Contractor shall take necessary steps to insure or protect Beneficiaries, itself, its personnel, Transportation Providers, and any Subcontractor. The Contractor agrees to comply, and ensure that all of its Subcontractors comply, with all applicable local, State, and Federal occupational and safety laws, rules, and regulations.

7.26 Licenses and Permits

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work in accordance with the Contract.

7.27 Solvency Requirement

The Contractor shall comply with all Louisiana Department of Insurance applicable standards. The Contractor shall meet solvency standards as specified in 42 C.F.R. §438.116 and Title 22 of the Louisiana Revised Statutes.

7.28 Insurance Requirements

The Contractor shall purchase and maintain for the term of the Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, Providers, or Subcontractors. The Contractor shall not commence work under this Contract until it has obtained, at its own cost and expense, all insurance required herein.

7.28.1 Workers' Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employer's liability shall be included with a minimum limit of one million dollars (\$1,000,000) per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable Longshore and Harbor Workers' Compensation Act (33 U.S.C. §901, et seq.), Merchant Marine Act of 1920 (46 U.S.C. §30104), or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

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

7.28.1.1 Workers' Compensation Indemnity

In the event the Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that the Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents or employees as an employer, whether pursuant to the Louisiana Workers Compensation Law, La. R.S. 23:1020.1, et seq. or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor, its owners, agents, and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify, and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

7.28.2 Commercial General Liability

The Contractor shall maintain, during the term of the Contract, commercial general liability insurance, including personal and advertising injury liability and products and completed operations, with a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general aggregate of two million dollars (\$2,000,000) during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract, whether such operations be by the Contractor, Subcontractor, or Transportation Provider, or by anyone directly or indirectly employed

by them, or in such a manner as to impose liability to LDH. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. LDH and the MCOs that contract with the Contractor must be included as additional insureds on the policy.

7.28.3 Professional Liability (Errors and Omissions)

Professional liability (*i.e.*, errors & omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of three million dollars (\$3,000,000) per claim. Claims-made coverage is acceptable. The date of the inception of the policy shall be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than thirty (30) Calendar Days after the anticipated termination date of the Contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

7.28.4 Automobile Liability

The Contractor shall maintain, during the term of the Contract, automobile liability insurance during the performance of work covered by the Contract that shall have a minimum combined single limit per accident of one million dollars (\$1,000,000). ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, shall be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. LDH and the MCOs that contract with the Contractor must be included as additional insureds on the policy.

7.28.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of five million dollars (\$5,000,000). Claims-made coverage is acceptable. The date of the inception of the policy shall be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than thirty (30) Calendar Days after the anticipated termination date of the Contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

7.28.6 Deductibles and Self-Insured Retentions

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

7.28.7 Other Insurance Provisions

- 7.28.7.1** Commercial General Liability, Automobile Liability, and Cyber Liability policies shall contain, or be endorsed to contain, the following provisions:

- 7.28.7.1.1** LDH, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, shall be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to LDH.
- 7.28.7.1.2** The Contractor's insurance shall be primary with respect to LDH, its officers, agents, employees, and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by LDH shall be in excess and non-contributory of the Contractor's insurance.
- 7.28.7.2** All policies shall contain, or be endorsed to contain, the following provisions:
- 7.28.7.2.1** All policies must be endorsed to require thirty (30) Calendar Days' written notice of cancellation to LDH. Ten (10) Calendar Days' written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify LDH of policy cancellations or reductions in limits.
- 7.28.7.2.2** The acceptance of the completed work, payment, failure of LDH to require proof of compliance, or LDH's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- 7.28.7.2.3** The insurer issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- 7.28.7.2.4** Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees, and volunteers.
- 7.28.8** Acceptability of Insurers
- 7.28.8.1** All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for Workers' Compensation coverage only.
- 7.28.8.2** If, at any time, an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the minimum A.M. Best rating and shall submit another certificate of insurance within thirty (30) Calendar Days of discovery or notification that the insurer does not meet the minimum rating.
- 7.28.9** Verification of Coverage

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

7.28.9.2 The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Department of Health, Bureau of Health Services Financing, Its Officers,
Agents, Employees, and Volunteers
628 N. 4th Street, Baton Rouge, Louisiana 70802
Contract number, to be determined

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

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

7.28.10 Subcontractors

Contractor shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates of insurance provided by each Subcontractor. The Contractor shall require that any and all Subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor or in a reduced amount if approved by LDH at its sole discretion. Subcontractors shall be subject to all of the requirements stated herein. The Contractor shall not allow any Subcontractor to commence work on a subcontract until all insurance required for the Subcontractor has been obtained and approved. The Contractor shall furnish LDH with each Subcontractor's certificates of insurance upon request.

7.28.11 Transportation Providers

7.28.11.1 Commercial General Liability

The Contractor shall require its Transportation Providers to maintain, during the life of the Provider Agreement, Commercial General Liability Insurance, with a minimum limit of one hundred thousand dollars (\$100,000) on the business entity for Profit and Non-Profit Providers and as specified in La. R.S. 40:1135.9 for NEAT Providers, to protect the Contractor, LDH, MCOs, and the Transportation Providers during the performance of work covered by the Contract or the Provider Agreement from claims or damages for personal injury, including accidental death, as

well as from claims for property damages, which may arise from operations under the Contract or the Provider Agreement, whether such operations be by the Contractor, the Transportation Providers, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to LDH. The Contractor, LDH, and the MCOs that contract with the Contractor must be listed as additional insureds on the policy.

7.28.11.2 Automobile Liability

The Contractor shall require its Transportation Providers to maintain, during the life of the Provider Agreement, Automobile Liability Insurance to protect the Contractor, LDH, MCOs, and the Transportation Providers during the performance of work covered by the Contract or the Provider Agreement that shall have a minimum limit of twenty-five thousand dollars (\$25,000) for bodily injury per person, fifty thousand dollars (\$50,000) per accident, and twenty-five thousand dollars (\$25,000) for property damages for Profit and Non-Profit Providers traveling in-state and as specified in La. R.S. 40:1135.9 for NEAT Providers. The Contractor, LDH, and the MCOs that contract with the Contractor must be listed as additional insureds on the policy. The Contractor shall ensure that Gas Reimbursement Providers maintain insurance in accordance with state law.

7.28.11.3 Workers' Compensation Indemnity

The Contractor shall ensure that all Transportation Providers carry Workers' Compensation Insurance as required by Louisiana law.

7.29 Duty to Defend

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

7.30 Liability and Indemnification

7.30.1 Contractor Liability

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

7.30.2 Force Majeure

7.30.2.1 It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure;

therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances.

- 7.30.2.2** The Contractor shall, however, be responsible for the development and implementation of a Continuity of Operations Plan as specified in the *Continuity of Operations* section of the Contract. Notwithstanding the preceding, as long as the Contract remains in full force and effect, the Contractor shall be liable for the transportation services required to be provided or arranged for in accordance with the Contract and the Contractor's approved Continuity of Operations Plan.

7.30.3 Indemnification

- 7.30.3.1** Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, that may occur or in any way arise out of any act or omission of Contractor, its owners, partners, officers, directors, employees, or subcontractors, including, but not limited to:

7.30.3.1.1 Sanctions on Transportation Providers, including, but not limited to, termination or exclusion from the Network.

7.30.3.1.2 Publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract or by Federal or State laws or regulations.

7.30.3.1.3 Failure to comply with applicable Federal or State laws, including, but not limited to, Medicaid laws and regulations, labor laws, and minimum wage laws.

7.30.3.1.4 Noncompliance with any judgment, settlement, court order, or consent decree, for which the responsibility for compliance has been delegated to the Contractor by LDH.

7.30.3.1.5 Failure to provide records to LDH in accordance with the public records' request protocol provided in the MCO Manual.

- 7.30.3.2** The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

7.30.4 Intellectual Property Indemnification

- 7.30.4.1** Contractor shall fully indemnify and hold harmless the State, without limitation, from and against any and all damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description that may be assessed against the State in any action for

infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

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

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

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

7.30.5 Limitations of Liability

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

7.30.6 Other Remedies

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

7.31 Actual Damages

7.31.1 The Contractor may be liable for actual damages, liabilities, costs, and expenses of every type or description that may be incurred by the State to the extent caused by Contractor's violation of the Contract, including, but not limited to:

- 7.31.1.1** All amounts for which the State may be liable in an action or claim for damages, whether through a settlement or through a judgment of a court of competent jurisdiction.
- 7.31.1.2** All fines, Monetary Penalties, or disallowances whether civil or criminal, imposed by HHS or by any other federal or state government agency, and all other costs and expenses necessitated by compliance with any order or mandate of such agency.
- 7.31.1.3** All costs and expenses, legal and otherwise, incurred in connection with 7.31.1.1 and 7.31.1.2 above, including, but not limited to, attorney's fees.
- 7.31.1.4** All costs and expenses incurred for the provision of remedial or restorative services to individuals whose information was affected by the violation or to other affected parties.
- 7.31.1.5** All costs and expenses that the State may be required to incur in order to procure another contractor to complete any work that Contractor performed in a non-compliant manner or failed to complete successfully in accordance with the terms of the Contract. For purposes of the preceding sentence, "costs and expenses that the State may be required to incur" means either (a) the final amount as determined by mutual written agreement of the parties following a negotiation of such costs and expenses, or, in the event that the parties are not able to reach such agreement (b) the finally judicially awarded amount, if any, by which the reasonable fees that the State is required to pay, and actually pays, to an alternative service provider to perform the terminated Services (or any portion(s) of such terminated services) not performed by Contractor as of the effective date of termination of such services exceeds the fees that the State would otherwise have paid to Contractor pursuant to the Contract to perform such services.

7.32 Hold Harmless as to Beneficiaries

- 7.32.1** Notwithstanding State Plan approved cost sharing, the Contractor hereby agrees not to bill, charge, collect a deposit from, seek cost sharing or other forms of compensation, remuneration or reimbursement from, or have recourse against, Beneficiaries, or persons acting on their behalf, for transportation services that are rendered to such Beneficiaries by the Contractor and its Subcontractors.
- 7.32.2** The Contractor further agrees that the Beneficiary shall not be held liable for payment for transportation services furnished under a Provider Agreement, referral, or other arrangement, to the extent that those payments would be in excess of the amount that the

Enrollee would owe if the Contractor provided the service directly. The Contractor agrees that this provision is applicable in all circumstances including, but not limited to, non-payment by the Contractor and insolvency of the Contractor.

7.32.3 The Contractor further agrees that the Beneficiary shall not be held liable for the costs of any and all services provided by a provider whose service is not covered by the Contractor or who does not obtain timely approval.

7.32.4 The Contractor further agrees that this provision shall be construed to be for the benefit of the Beneficiaries, and that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Contractor and its Beneficiaries, or persons acting on their behalf.

7.33 Loss of Federal Financial Participation (FFP)

The Contractor hereby agrees to be liable for any loss of FFP suffered by LDH due to the Contractor's, Transportation Providers' or its Subcontractors' actions or inactions, including, but not limited to, failure to perform the services as required under the Contract. Payments provided for under the Contract shall be denied for new Beneficiaries when, and for so long as, payment for those Beneficiaries is denied by CMS in accordance with the requirements in 42 C.F.R. §438.730. CMS may deny payment to the State for new Beneficiaries if its determination is not timely contested by the Contractor.

7.34 Interest

Interest generated through investments made by the Contractor shall be the property of the Contractor and shall be used at the Contractor's discretion.

7.35 Misuse of Symbols, Emblems, or Names in Reference to Medicaid

The Contractor may not use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other words, letters, symbols or emblems the words "Louisiana Medicaid" or "Louisiana Department of Health" or "Department of Health" or "LDH" or "Bureau of Health Services Financing" unless prior written approval is obtained from LDH. Specific written authorization from LDH is required to reproduce, reprint, or distribute any LDH form, application, or publication for a fee. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of program or LDH terms does not provide a defense. Each piece of mail or information constitutes a violation.

7.36 National Provider Identifier (NPI)

The HIPAA Standard Unique Health Identifier regulations (45 C.F.R. Part 162) require that all Covered Entities must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

7.37 Non-Waiver of Breach

The failure of LDH at any time to require performance by the Contractor of any provision of the Contract, or the continued payment of the Contractor by LDH, shall in no way affect the right of LDH to enforce any provision of the Contract; nor shall the waiver of any breach of any provision thereof be taken or held to be a waiver of any prior or subsequent breach of such provision or as a waiver of the provision itself. No provision of the Contract shall be waived, modified, or deleted except by the written agreement of the parties and approval of CMS, if applicable.

7.38 Political Activity

7.38.1 None of the funds, materials, property, or services provided directly or indirectly under the Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the Hatch Act of 1939, as amended (5 U.S.C. §1501, et seq.), and regulations issued pursuant thereto.

7.38.2 Additionally, 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.

7.39 Prohibited Payments

Payment for the following shall not be made:

7.39.1 Any amount expended for which funds may be not used under the Assisted Suicide Funding Restriction Act of 1997 (42 U.S.C. §14401, et seq.).

7.39.2 Any amount expended for roads, bridges, stadiums, or any other item or service not covered under the State Plan.

7.40 Offer of Gratuities

By signing the Contract, the Contractor signifies that no member of, or a delegate of, Congress, nor any elected or appointed official or employee of the State of Louisiana, the Government Accountability Office, HHS, CMS, or any other Federal agency has or shall benefit financially or materially from the Contract. The Contract may be terminated if LDH determines, in its sole discretion that gratuities of any kind were offered to, or received by, any officials or employees of the State, its agents, or employees.

7.41 Record Ownership

- 7.41.1** All records, reports, documents and other material delivered or transmitted to Contractor by LDH shall remain the property of LDH, and shall be returned by Contractor to LDH, at Contractor's expense, at termination of the Contract.
- 7.41.2** All records, reports, documents, or other material related to the Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State.
 - 7.41.2.1** Upon termination of the Contract for any reason, the Contractor shall return or destroy, as directed by LDH in writing, within thirty (30) Calendar Days of the effective date of termination, all PHI received from LDH, or created or received by the Contractor on behalf of LDH. This provision shall also apply to PHI that is in the possession of Subcontractors or agents of the Contractor. The Contractor shall not retain any copies of PHI.
 - 7.41.2.2** In the event that the Contractor determines that returning or destroying PHI is not feasible, the Contractor shall provide to LDH notification of the conditions, within thirty (30) Calendar Days of the effective date of termination of the Contract, that make return or destruction not feasible. Upon a mutual determination that return or destruction of PHI is not feasible, the Contractor shall extend the protections of the Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as the Contractor maintains such PHI. If LDH does not agree with the Contractor that the return or destruction of PHI is not feasible, the Contractor shall return or destroy the PHI within thirty (30) Calendar Days of notification of LDH's determination.
- 7.41.3** All other records, reports, documents, or other material shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the Contract.

7.42 Use of Data

LDH shall have unlimited rights to use, disclose, or duplicate, for any purpose, all information and data developed, derived, documented, or furnished by the Contractor resulting from the Contract.

7.43 Reporting Changes

The Contractor shall immediately notify LDH of any of the following:

- 7.43.1** Change in business address, telephone number, fax number, and e-mail address;
- 7.43.2** Change in corporate status or nature;
- 7.43.3** Change in business location;

- 7.43.4** Change in solvency;
- 7.43.5** Change in corporate officers, executive employees, or corporate structure;
- 7.43.6** Change in ownership, including, but not limited to, the new owner's legal name, business address, telephone number, fax number, and e-mail address;
- 7.43.7** Change in incorporation status;
- 7.43.8** Change in Federal employee identification number or Federal tax identification number; and/or
- 7.43.9** Change in Contractor litigation history, current litigation, audits and other government investigations both in Louisiana and in other states related to the delivery of managed care benefits.

7.44 Right to Audit

- 7.44.1** LLA, LDH, internal auditors of the Division of Administration, CMS, OIG, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted.
- 7.44.2** The right to audit under this Section exists for ten (10) years from the final date of the contract term or from the date of completion of any audit, whichever is later.
- 7.44.3** Records shall be made available during Business Hours for this purpose.

7.45 Severability

If any provision of the Contract is declared or found to be illegal, unenforceable, or void by a judgment or order of a court of competent jurisdiction, then both LDH and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. In addition, if the laws or regulations governing the Contract should be amended or judicially interpreted as to render the fulfillment of the Contract impossible or economically infeasible, both LDH and the Contractor will be discharged from further obligations created under the terms of the Contract.

7.46 Software Reporting Requirement

All reports submitted to LDH by the Contractor shall be in a format accessible and modifiable by the standard Microsoft Office Suite of products, Version 2007 or later, or in a format accepted and approved by LDH.

7.47 Termination

- 7.47.1** Termination for Convenience

LDH may terminate the Contract at any time without penalty by giving sixty (60) Calendar Days' written notice to the Contractor of such termination or negotiating an effective date with the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.47.2 Termination Due to Serious Threat to Health of Beneficiaries

LDH may terminate the Contract immediately if LDH determines, in its sole discretion, that actions by the Contractor, its Subcontractor(s), or Transportation Provider(s) pose a serious threat to the health of its Beneficiaries.

7.47.3 Termination for Insolvency, Bankruptcy, or Instability of Funds

The Contractor's insolvency or the filing of a petition in bankruptcy by or against the Contractor shall constitute grounds for termination for cause. If LDH determines, in its sole discretion, that the Contractor has become financially unstable, LDH shall immediately terminate the Contract upon written notice to the Contractor effective the close of business on the date specified in such notice.

7.47.4 Termination for Ownership Violations

The Contractor is subject to termination for cause, unless the Contractor can demonstrate changes of ownership or control, when:

7.47.4.1 A person with a direct or indirect ownership interest in the Contractor:

7.47.4.1.1 Has been convicted of a criminal offense under 42 U.S.C. §1320a-7(a), (b)(1) or (3), in accordance with 42 C.F.R. §1002.203.

7.47.4.1.2 Has had civil Monetary Penalties or assessments imposed under 42 U.S.C. §1320a-7a.

7.47.4.1.3 Has been excluded from participation in Medicare or any state health care program.

7.47.4.2 Any individual who is an Affiliate or an officer (if the Contractor is organized as a corporation), or who is a partner (if it is organized as a partnership), or who is an agent or a managing employee, is under temporary management as defined in the *Contract Non-Compliance* section.

7.47.4.3 The Contractor has a direct or indirect substantial contractual relationship with an excluded individual or entity.

7.47.5 Termination for Non-Appropriation of Funds

The continuation of the Contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto

of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate without penalty on the date of the beginning of the first fiscal year for which funds have not been appropriated.

7.47.6 Termination for Unavailability of Federal Funds

The continuation of the Contract shall be contingent upon the availability of Federal funds to fulfill the requirements of the Contract. If Federal funds become unavailable during the term of the Contract, LDH may terminate the Contract without penalty. Availability of funds shall be determined solely by LDH. LDH shall notify the Contractor of the unavailability of Federal funds in writing and the date upon which the Contract shall terminate.

7.47.7 Termination of the Contract for Cause

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

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

7.47.8 The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. at its earliest convenience to the State when requested. This applies even if the contract is terminated and/or a lawsuit is filed. Specifically, the Contractor does not have the right to limit or impede the State's right to audit or to withhold State-owned documents.

7.48 Headings

Headings to sections are included for the purpose of convenient reference and shall have no force or effect upon the construction or interpretation of any provision of the Contract.

PART 8: PERFORMANCE STANDARDS

8.1 Performance Requirements

See Part 6 for LDH's contract management activities and contract non-compliance actions.

8.2 Performance Measurement/Evaluation/Monitoring Plan

8.2.1 Performance Measures/Evaluation

See Part 6 for LDH's performance measurement/evaluation and contract management activities and contract non-compliance actions.

8.2.2 Monitoring Plan

See Part 6 for LDH's monitoring plan and contract management activities and contract non-compliance actions.

8.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

8.3.2 If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or OSP may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT A: CERTIFICATION STATEMENT

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

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

PROPOSER	
DATE	
LDR NUMBER	
OFFICIAL CONTACT NAME	
EMAIL ADDRESS	
FAX NUMBER	
PHONE NUMBER	
STREET ADDRESS	
CITY, STATE, ZIP	

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate and all copies are correct and complete;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer agrees to submit any additional information requested by LDH that, in LDH's judgment, may be relevant to the Proposer's financial, legal, contractual, or other business interests as they relate to the RFP and contract.
5. Proposer does not have any financial, legal, contractual, and other business interest that will conflict in any manner or degree with the performance required under the contract.
6. Proposer does not have, nor does any of the Proposer's subcontractors have, any financial, legal, contractual or other business interest in LDH's Managed Care Organizations (MCOs), or in such vendors' subcontractors, if any.

7. Proposer acknowledges it will not be relieved of any legal obligations under any contract resulting from this RFP as a result of any contracts with subcontractors, that it shall be fully responsible for the subcontractor's performance, and that all partnership agreements, subcontracts, and other agreements or arrangements for reimbursement will be in writing and will contain terms consistent with all terms and conditions of the contract.
8. Proposer acknowledges that proposals to use subcontractors shall not cause any additional administrative burden on LDH as a result of the use of multiple entities.
9. Proposal shall be valid for at least ninety (90) Calendar Days from the date of Proposer's signature below;
10. Proposer understands that if selected as the successful Proposer, he/she will have twenty (20) Calendar Days in which to complete contract negotiations, if any, and fifteen (15) Business Days from the date of delivery of final contract to execute the final contract document.
11. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
12. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
13. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) Calendar Days of such notification.
14. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
15. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or Authorized Representative					
Typed or Printed Name:					
Date:					
Title:					
Company Name:					
Address:					
City:		State:		Zip:	

ATTACHMENT B: PROPOSAL COMPLIANCE MATRIX

RFP #:	3000018038
Proposer:	

RFP Section	Requirement	Proposal Section	Proposal Page(s)
2.5	Cover Letter		
2.4.5.2	Table of Contents		
Business Proposal – Section 2.6			
2.6.1	Mandatory Qualifications		
2.6.2	Conflict of Interest		
2.6.3	Financial Condition		
2.6.4	Required Attachments:		
2.6.4.1	✓ Certification Statement		
2.6.4.2	✓ Proposal Compliance Matrix		
2.6.4.3	✓ Electronic Vendor Payment Solution		
Technical Proposal – Section 2.7			
2.7.1	Proposer Organization and Experience		
2.7.2	Staff Qualifications and Training		
2.7.3	Approach and Methodology		
2.7.4	Case Scenarios		
Cost Proposal – Section 2.8			
2.8	Cost Proposal		
Veteran and Hudson Initiative Programs Participation – Sections 1.23 and 2.9			
2.9	Veteran and Hudson Initiatives Response		

ATTACHMENT C: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Proposer, the State intends to make all payments to Proposers electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Proposers will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following two options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Proposers receive payment from state agencies using the card in the same manner as other Visa card purchases. Proposers cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Proposer must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

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

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

_____ Authorized Signature for payment type chosen	_____ Date
---	---------------

Email address and phone number of authorized individual

ATTACHMENT D: COST PROPOSAL TEMPLATE

Proposers shall complete a cost proposal to be considered for award. Failure to complete will result in the disqualification of the proposal.

Instructions:

Proposers shall propose the administrative fee, which shall be applied to all contract years, in a similar format to the chart shown below. The administrative fee must be a fixed rate and be inclusive of all services described in this RFP minus actual trip costs.

Administrative Fee (per Trip Leg)
\$

Payment for the Contract will be based on the administrative fee, which is a fixed rate per Trip Leg and will be applied to both the FFS and managed care populations, plus actual trip costs, which include Transportation Provider payment, commercial airfare, meals, lodging, and other permitted travel expenses. Only the administrative fee component will be evaluated as part of the cost evaluation.

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

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following, as applicable: Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. §18116); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e, et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.); the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (38 U.S.C. §4212); the Fair Housing Act of 1968 (42 U.S.C. §3601, et seq.); and Federal Executive Order 11246; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

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

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and patient/client confidentiality. Information obtained under this Contract shall not be used in any manner except as necessary for the proper discharge of Contractor’s obligations. (Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Right to Audit:** The Louisiana Legislative Auditor, Office of the Governor, Division of Administration, and Department auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this Contract during the Contract and for a period of five (5) years following final payment. Contractor grants to the State of Louisiana, through the Office of the Louisiana Legislative Auditor, Louisiana Department of Health, and State Inspector General’s Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

4. **Record Retention:** Contractor agrees to retain all books, records, and other documents relevant to the Contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 75.361, whichever is longer.

Contractor shall make available to the Department such records within thirty (30) days of the Department’s written request and shall deliver such records to the Department’s central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit, or copy records at Contractor’s site, without expense to the Department.

5. **Record Ownership:** All records, reports, documents, and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor’s expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor’s expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this Contract may be assigned to a bank, trust company, or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this Contract shall be Contractor’s. Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the term of this Contract all necessary insurance including automobile insurance, workers’ compensation insurance, and general liability insurance. The required insurances shall protect Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to

Contractor's performance of this Contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The Contract contains a maximum compensation that shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the term of the Contract, Contractor must notify his/her appointing authority of any existing contract with the State of Louisiana and notify the contracting office with the Department of any additional State employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents, and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract. All non-third party software and source code, records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract.
13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this Contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by Contractor of items and services that are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve Contractor of the responsibility for the performance of contractual obligations described herein.
14. **Conflict of Interest:** Contractor acknowledges that the Code of Governmental Ethics, La. R.S. 42:1101, et seq., applies to Contractor in the performance of services under this Contract. Contractor warrants that no person and no entity providing services pursuant to this Contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of La. R.S. 42:1113. Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Contract, shall be allowed by the Department. In the event the Department determines that certain costs that have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to offset and withhold said amounts from any amount due to Contractor under this Contract for costs that are allowable.
16. **Fiscal Funding:** This Contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds; and no liability or obligation for payment will develop between the parties until the Contract has been approved by required authorities of the Department; and, if Contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

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

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

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

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

- 18. Amendments:** Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the Contract exceeds \$5,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
- 19. Non-Infringement:** Contractor will warrant all materials, products, and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against the Department, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in the Department's name, but at Contractor's expense and shall indemnify and hold the Department harmless against any loss, expense, or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists, or other allied health providers solely for medical services.
- 20. Purchased Equipment:** Any equipment purchased under this Contract remains the property of Contractor for the period this Contract and future continuing contracts for the provision of the same services. Contractor must submit a vendor invoice with the reimbursement request. For the purpose of this Contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of one thousand dollars (\$1,000.00) or more. Contractor has the responsibility to submit to the Contract Monitor an inventory list of equipment items when acquired under the Contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of the contracted services, the equipment purchased under this Contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within thirty (30) days of termination of services.
- 21. Indemnity:** Contractor agrees to protect, indemnify, and hold harmless the State of Louisiana and the Department from all claims for damages, costs, expenses, and attorney fees arising in Contract or tort from this Contract or from any acts or omissions of Contractor's agents, subcontractors, employees, officers, or clients, including, but not limited to, premises liability and any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which La. R.S. 40:1237.1, *et seq.* provides malpractice coverage to Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (La. R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by the Department.
- 22. Severability:** Any provision of this Contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in state or federal law, or applicable state or federal regulations.
- 23. Entire Agreement:** Contractor agrees that the current Contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of this Contract.
- 24. E-Verify:** Contractor acknowledges and agrees to comply with the provision of La. R.S. 38:2212.10 and federal

law pertaining to E-Verify in the performance of services under this Contract.

- 25. Remedies for Default:** Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.
- 26. Other Remedies:** If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, cost and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.
- 27. Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the Request for Proposals (RFP), if applicable; and this Contract.
- 28. Contractor's Cooperation:** Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State, when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, Contractor shall not limit or impede the State's right to audit or shall not withhold State-owned documents.
- 29. Continuing Obligation:** Contractor has a continuing obligation to disclose to the Department any suspension or debarment by any government entity, including, but not limited to, the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
- 30. Eligibility Status:** Contractor and each tier of subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving Federal funds or grants from the Federal Government. Contractor and each tier of subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, and "NonProcurement Debarment and Suspension" set forth at 2 CFR Part 376.
- 31. Act 211 Taxes Clause:** In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Louisiana Department of Revenue prior to the approval of this Contract by the Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Department so that Contractor's tax payment compliance status may be verified. Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
- 32. Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the State to cure the defect.
- 33. Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 34. Confidentiality:** Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.
- 35. Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, any contract for \$100,000 or more and for any contractor with five (5) or more employees, Contractor, and any subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if Contractor, or any subcontractor, engages in a boycott of

Israel during the term of the Contract.

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

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

37. Countersignature: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

38. No Employment Relationship: Nothing in this Contract shall be construed to create an employment or agency relationship, partnership, or joint venture between the employees, agents, or subcontractors of Contractor and the State of Louisiana.

39. Venue: Venue for any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

40. Commissioner's Statements: Statements, acts, and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, Contractor, and/or any subcontractor of Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

41. Order of Precedence Clause: In the event of any inconsistent or incompatible provisions in a Contract which resulted from an RFP, this signed Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

42. Contractor must comply with the Office of Technology Services (OTS) Information Security Policy, <https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

- a. Contractor must report to the State any known breach of security no later than forty-eight (48) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.
- b. Contractor must follow OTS Information Security Policy for Data Sanitization requirements for any equipment replaced during the Contract and at the end of the Contract, for all equipment which house confidential/restricted data provided by the State.
- c. Contractor must ensure appropriate protections of data is in accordance with HIPAA Rules and HITECH Acts.
- d. If Contractor will have access to data originating from the Centers for Medicare and Medicaid Services (CMS), then Contractor must ensure their computer system is in compliance with CMS latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E 2.0. The CMS MARS-E 2.0 requirements include but are not limited to the below listed requirements:
 - Multi-factor authentication is a CMS requirement for all remote users, privileged accounts and non-privileged accounts. In this context, a "remote user" is referencing staff accessing the network from offsite, normally with a client virtual private network with the ability to access CMS data.
 - Perform criminal history check for all staff prior to granting access to CMS data. All employees and contractors requiring access to Patient Protection and Affordable Care Act (PL 111-148) sensitive information must meet personnel suitability standards. These suitability standards are based on a valid need-to-know, which cannot be assumed from position or title, and favorable results from a background check. The background checks for prospective and existing employees (if not previously completed) should include, at a minimum, contacting references provided by the employee as well as the local law enforcement agency or agencies.

43. HIPAA Business Associate Provisions

If Contractor is a Business Associate of the Department, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits protected health information (PHI) for or on behalf of the Department; or (b)

provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for the Department involving the disclosure of PHI, the following provisions will apply:

- a. Definitions: As used in these provisions –
 - i. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 CFR Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - ii. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 CFR §160.103.
 - iii. The term “security incident” has the same meaning as set forth in 45 CFR §164.304.
 - iv. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 CFR §164.402.
- b. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this Contract as required by the HIPAA Rules and by this Contract.
- c. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the Contract; or (b) as required by law, rule, regulation (including the HIPAA Rules), or as otherwise required or permitted by this Contract.
- d. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this Contract, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Department.
- e. In accordance with 45 CFR §164.502(e)(1)(ii) and (if applicable) §164.308(b)(2), Contractor shall ensure that any agents, employees, subcontractors, or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’, or subcontractors’ actions or omissions do not cause Contractor to violate this Contract.
- f. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this Contract, report such disclosure in writing to the person(s) named in Terms of Payment on page 1 of this document. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of the Department, any harm or damage resulting from any use or disclosure which violates this Contract shall be mitigated, to the extent practicable, either: (a) by Contractor at its own expense; or (b) by the Department, in which case Contractor shall reimburse the Department for all expenses that the Department is required to incur in undertaking such mitigation activities.
- g. To the extent that Contractor is to carry out one or more of the Department’s obligations under 45 CFR Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to the Department in the performance of such obligation(s).
- h. Contractor shall make available such information in its possession which is required for the Department to provide an accounting of disclosures in accordance with 45 CFR §164.528. In the event that a request for accounting is made directly to Contractor, Contractor shall forward such request to the Department within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR §164.528 for at least six (6) years after the date of the last such disclosure.
- i. Contractor shall make PHI available to the Department upon request in accordance with 45 CFR §164.524.
- j. Contractor shall make PHI available to the Department upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR §164.526.

- k. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of the Department available to the Secretary of the DHHS for purposes of determining the Department's compliance with the HIPAA Rules.
- l. Contractor shall indemnify and hold the Department harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this provision by Contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Contract.
- m. The parties agree that the legal relationship between the Department and Contractor is strictly an independent contractor relationship. Nothing in this Contract shall be deemed to create a joint venture, agency, partnership, or employer- employee relationship between the Department and Contractor.
- n. Notwithstanding any other provision of the Contract, the Department shall have the right to terminate the Contract immediately if the Department determines that Contractor has violated any provision of the HIPAA Rules or any material term of this Contract.
- o. At the termination of the Contract, or upon request of the Department, whichever occurs first, Contractor shall return or destroy (at the option of the Department) all PHI received or created by Contractor that Contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, Contractor shall extend the confidentiality protections of the Contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF
HEALTH

SIGNATURE	DATE

NAME

SIGNATURE	DATE

NAME

TITLE

TITLE

SIGNATURE	DATE

NAME

SIGNATURE	DATE

NAME

TITLE

TITLE

ATTACHMENT F: GEOGRAPHIC ACCESS STANDARDS

Type	Rural Parishes (miles)	Urban Parishes (miles)
PHYSICAL HEALTH		
Primary Care		
Primary Care Physician (Family/General Practice; Pediatrics; Internal Medicine; FQHC; RHC)	30	10
Hospitals		
Acute Inpatient Hospitals	30	10
Ancillary		
Laboratory	30	20
Radiology	30	20
Pharmacy	30	10
Hemodialysis centers	30	10
Specialty Care		
OB/GYN	30	15
Allergy/Immunology	60	60
Cardiology	60	60
Dermatology	60	60
Endocrinology and Metabolism	60	60
Gastroenterology	60	60
Hematology/Oncology	60	60
Nephrology	60	60
Neurology	60	60
Ophthalmology	60	60
Orthopedics	60	60
Otorhinolaryngology/ Otolaryngology	60	60
Urology	60	60
Behavioral Health		
Psychiatrists	30	15
Licensed Mental Health Specialists		
Advanced Practice Registered Nurse (Nurse Practitioners and Clinical Nurse Specialists with a behavioral health specialty)	30	15
Medical or Licensed Psychologist	30	15
Licensed Clinical Social Worker	30	15
Psychiatric Residential Treatment Facilities (PRTFs) (pediatric)		
Psychiatric Residential Treatment Facility	200	200
Psychiatric Residential Treatment Facility Addiction (ASAM Level 3.7)	200	200
Psychiatric Residential Treatment Facility Other Specialization	200	200
Substance Abuse and Alcohol Abuse Center - Outpatient		
ASAM Level 1	30	15
ASAM Level 2.1	30	15
ASAM Level 2WM	60	60
Substance Use Residential Treatment Facilities (adult)		
ASAM Levels 3.1/3.3/ 3.5	30	30
ASAM Levels 3.2 –Withdrawal Management	60	60
ASAM Level 3.7	60	60
ASAM Level 3.7-Withdrawal Management	60	60
Substance Use Residential Treatment Facilities (pediatric)		
ASAM Level 3.1/3.5/3.2 Withdrawal Management	60	60
Psychiatric Inpatient Hospital Services		
Hospital, Free Standing Psychiatric Unit	75	60
Hospital, Distinct Part Psychiatric Unit	75	60
Behavioral Health Rehabilitation Services		

Type	Rural Parishes (miles)	Urban Parishes (miles)
Mental Health Rehabilitation Agency (Legacy MHR)	30	15
Behavioral Health Rehab Provider Agency (Non-Legacy MHR)	30	15