

Office of State Procurement PROACT Contract Certification of Approval

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

Reference Number: 2000484402				
Vendor:	Southeastrans, Inc.			
Description:	Provides NEMT and NEAT services to FFS beneficiaries.			
Approved By:	Claressa Johnson			
Approval Date:	6/08/2020			

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

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

For succeeding fiscal years of this contract, a BA-22 specifying the funds available for that particular year shall be submitted by September 30th to the Office of State Procurement.

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

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

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

BHSF

LDH - CF - 1 Revised: 2019-08-07

UISIANA DEPARTMENT OF HEAL

LAGOV: 2000484402

Bureau of Health Services Financing

Agency # 305

AND

Southeastrans, Inc.

FOR

Personal Service Professional Service Consulting Services Social Services Governmental (State/Agency)
Governmental (Local)
RFP NUMBER (if applicable): N/A

1)	Contractor (Registered Legal Name) Southeastrans, Inc.				5)	Federal Employer Tax ID# 58250484500	State LDR Account # 1435719001
2)	2) Street Address 4751 Best Road, Suite 300		6)	6) Parish(es) Served Statewide			
	City Atlanta	State	GA	Zip Code 30337	7)	License or Certification # N/A	
3)	Telephone Number (678) 510-4507				8)	Contractor Status Subrecipient:	Yes X No
4)	Mailing Address (if different) N/A					Corporation: For Profit: Publicly Traded:	X Yes No X Yes No Yes X No
	City N/A	State	NA	Zip Code N/A	8a)	CFDA#(Federal Grant #) N/A	

9) Brief Description Of Services To Be Provided:

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

10) Effective Date 04-01-2020		11) Termination Date 03-31-2023
12) Maximum Contract Amount	\$149,997.00	
13) Estimated Amounts by Fiscal YearFY20: \$12,499.74; FY		0.00; FY 22: \$49,999.00; FY 23: \$37,499.22

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor will charge \$36.90 per one-way trip in accordance with trip records submitted with each monthly invoice plus a monthly administrative fee of \$1,600.00. Payment will be made upon LDH approval of invoices and supporting documentation.

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

PAYMENT WILL BE MADE	First Name	Last Name	
ONLY UPON APPROVAL OF:	Melanie	Doucet	
	Title Medicaid Program Manager 1A		Phone Number (225) 614-3222

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

Attachment:Standard Provisions Attachment A: HIPAA Addendum Exhibit 1: Resumes Attachment:Special Provisions Attachment B: Statement of Work Exhibit 2: Board Resolution Attachment:Statement of Work < Exhibit 3: Disclosure of Ownership Attachment:Fee Schedule Attachment:Budget Exhibit 4: Out of State Justification Attachment: Exhibit 5: Multi Year Letter Reset Exhibit:Board Resolution Exhibit:Disclosure of Ownership Exhibit:Multi Year Letter Exhibit:Late Letter Exhibit:Out of State Justification Exhibit:Certificate of Authority Exhibit:Resume Exhibit:License

Exhibit:

Revised: 2019-08-07

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

 Discrimination Clause: Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

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

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

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

- 4. Record Retention: Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
- 5. Record Ownership: All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
- 6. Nonassignability: Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
- 7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
- 8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
- Travel: In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
- 10. Political Activities: No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
- 12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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

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

- 14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
- 15. Unauthorized Services: No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
- 16. Fiscal Funding: This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

- 17. State and Federal Funding Requirements: Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.
 - If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:
 - Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
 - Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
 - Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
 - Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 200.326.
 - Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 200.521, as applicable, including but not limited to:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

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

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

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- 22. **Severability**: Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
- 23. Entire Agreement: Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
- 24. E-Verify: Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
- 25. **Remedies for Default**: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
- 26. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
- 27. **Contractor's Cooperation**: The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
- 28. **Continuing Obligation**: Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
- 29. Eligibility Status: Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
- 30. Act 211 Taxes Clause: In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue 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 Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor'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 this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this 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) business days of such notification.
- 31. Termination for Cause: The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
- 32. Termination for Convenience: The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. Contractor may terminate this contract at any time by giving one hundred twenty (120) days written notice to the Department.
- 33. Prohibition of Discriminatory Boycotts of Israel: In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or 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 the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
- 34. **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.
- 35. **No Employment Relationship**: Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
- 36. Venue: Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- 37. **Commissioner's Statements**: Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
- 38. Order of Precedence Clause: In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. This Order of Precedence Clause applies only to contracts that resulted from an RFP.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

Southeastrans, Inc.		STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH		
JocuSigned by: Jene PADAms	5/28/2020	Rull)		
SIGNATURE	DATE	SIGNATURE	DATE	
Steve R. Adams		Ruth Johnson		
NAME		NAME		
Chief Executive Officer		Medicaid Executive Director		
TITLE		TITLE		
		Bureau of Health Service	es Financing	
SIGNATURE	DATE	SIGNATURE	DATE	
NAME		NAME		
TITLE		TITLE		

Rev. 06/2016

HIPAA Business Associate Addendum

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

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

Statement of Work

1. Goal/Purpose

- 1.1 The Contractor shall perform, on behalf of the Louisiana Department of Health (LDH), Bureau of Health Services Financing (BHSF), the daily functions of the non-emergency medical transportation (NEMT) program, including non-emergency ambulance transportation (NEAT), which provides services to Medicaid beneficiaries who are eligible for fee-for-service Medicaid when those services are not the responsibility of a Medicaid managed care organization (MCO).
- 1.2 The Contractor is responsible for receiving NEMT requests for Medicaid beneficiaries, scheduling NEMT of Medicaid beneficiaries when transportation is otherwise unavailable to them, dispatching NEMT providers to ensure that Medicaid beneficiaries are delivered to and from their medical appointments safely, timely, and efficiently, authorizing NEMT transportation services for payment, and providing LDH with monthly reports, evidencing that NEMT services are being delivered successfully.
- 1.3 The Contractor shall comply, to the satisfaction of LDH, with (1) all requirements set forth in this Contract; (2) all provisions of state and federal laws, regulations, rules, the State Plan, and waivers applicable to fee-for-service Medicaid; and (3) LDH-issued policies or manuals.

2. Deliverables

2.1 General Requirements

The Contractor shall:

- 2.1.1 Maintain an adequate staffing level to discharge the Contractor's responsibilities, and provide information regarding staffing level in writing when requested by LDH.
- 2.1.2 Maintain communication with LDH relative to specified contractual responsibilities; attend periodic meetings with LDH; and submit requests to LDH for data or information from the fiscal intermediary.
- 2.1.3 Maintain a provider web portal that is accessible by transportation providers and designated LDH staff at no cost. The web portal shall provide real-time access to trip scheduling and provider, driver, and fleet management data.
- 2.1.4 Maintain a scheduling web portal that is accessible by beneficiaries and medical providers at no cost. The web portal shall be able to accept requests for transportation and log complaints, at a minimum.
- 2.1.5 Assume complete responsibility for the cost and timely accomplishment of all contractual responsibilities. Contractor shall provide office space, furniture, equipment, supplies, and staff.
- 2.1.6 Cooperate fully with any other contractors, consultants, or other parties that may be engaged by LDH.
- 2.1.7 Produce timely and accurate reports, statistics, and data in a format specified by LDH.
- 2.1.8 Participate in state fair hearings requested by Medicaid beneficiaries when issues involve the Contractor, as directed by LDH. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Louisiana Division of Administrative Law.
- 2.1.9 Attend and prepare documentation for state fair hearings, appeals, and related meetings, at no additional cost to LDH.
- 2.1.10 Implement new methodologies, policies, or procedures associated with prior authorization or the provision of NEMT services, as directed by LDH. Relevant changes shall be discussed with the Contractor prior to implementation, allowing sufficient lead time (minimum of 30 days) for any necessary process changes. If system changes are required, 90 days' notice will be provided.
- 2.1.11 Perform all duties and/or responsibilities provided for in this contract.

- 2.2 Programmatic Requirements
 - 2.2.1 Verification of Eligibility
 - 2.2.1.1 The Contractor shall receive all incoming calls requesting NEMT services. Non-profit transportation providers are allowed to call the Contractor to request scheduling of trips on behalf of Medicaid beneficiaries; for-profit providers are not allowed to call to request scheduling of trips on behalf of Medicaid beneficiaries.
 - 2.2.1.2 The Contractor is responsible for provider payment for any trips scheduled by the Contractor for ineligible persons. The Contractor shall verify the beneficiary's eligibility regardless of who initiates the request for transportation. The Contractor shall verify eligibility by accessing LDH's electronic eligibility verification systems (eMEVs). The Contractor shall proceed with scheduling if eMEVs indicates that the beneficiary is enrolled in fee-for-service and does not belong to one of the categories listed below. Beneficiaries in the following categories are not eligible for NEMT services:
 - Qualified Medicaid Beneficiary (QMB);
 - Specified Low-Income Medicare Beneficiary (SLMB);
 - Long Term Care (LTC), except a bedbound beneficiary would qualify for NEAT;
 - Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID); and
 - Take Charge Plus, except to family planning services.
 - 2.2.1.3 If the Contractor schedules NEMT for a Medicaid applicant in pending status and the application is ultimately denied, the Contractor is responsible for the provider payment.
 - 2.2.1.4 The Contractor shall issue a unique trip ID number for each leg of a trip to verify that the transportation provider was approved to provide the service. The provider must submit this number on its claim in order to be reimbursed.
 - 2.2.1.5 Under the Spend Down Medically Needy Program, beneficiaries are certified for Medicaid services for a maximum of three months. The Contractor shall verify the beneficiary's spend down status by checking the application date and the closure date on the MMIS file or, if necessary, by calling LDH. The date of certification and the re-determination date will be three months apart, or less than three months. If the date of the request for transportation falls within the period of eligibility, the beneficiary is eligible for NEMT services.
 - 2.2.2 Determination of Appropriateness of Request

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- 2.2.2.1 The Contractor shall authorize the least costly means of transportation available to the nearest available qualified provider for routine or specialty care.
- 2.2.2.2 When free transportation is not available to the beneficiary, payment shall be authorized for the least costly means of transportation available from the following options:
 - City or parish public transportation
 - Gas Reimbursement providers
 - Non-profit transportation providers
 - For-profit transportation providers

- Intrastate public conveyance (bus, train, aircraft)
- 2.2.2.3 The Contractor shall determine whether the request is for NEAT service.
- 2.2.2.4 The Contractor shall determine whether the purpose of the request is to transport a Medicaid beneficiary to a medical service that is covered by Medicaid. If the destination is to a non-covered medical service, the Contractor shall deny the request. A list of Medicaid covered services may be found on the <u>LDH website</u>.
- 2.2.2.5 The Contractor is responsible for provider payment for any trips that are not to or from a medical facility. Prior to scheduling, the Contractor shall verify that the originating or destination address belongs to a medical facility.
- 2.2.2.6 The Contractor shall advise beneficiaries of the necessity for calling at least two (2) business days in advance of a scheduled medical service to request transportation. The Contractor must attempt to schedule the trip with less than two (2) business days' notice.
- 2.2.2.7 The Contractor shall schedule transportation for hospital discharges to occur within three hours of notification by a medical facility.
- 2.2.3 Other Available Means of Transportation
 - 2.2.3.1 The Contractor shall interview the beneficiary to determine whether other sources of transportation are available at no cost to the beneficiary (such as friends, family members, neighbors, private insurance, community resources, Medicaid providers, etc.).
 - 2.2.3.2 The Contractor shall attempt to determine how the beneficiary is normally transported to non-medical services and retail stores. The Contractor shall evaluate the information and determine whether the beneficiary has made reasonable efforts to arrange for free transportation.
 - 2.2.3.3 If the beneficiary refuses to respond to the Contractor's inquiries, or if the Contractor determines that the beneficiary has not attempted to arrange for free transportation, the Contractor shall deny the request and advise the beneficiary of the need to exhaust other means of transportation before requesting NEMT.
 - 2.2.3.4 If the Contractor determines that the beneficiary has made reasonable efforts to arrange for free transportation, the Contractor shall approve the request and schedule the trip.
 - 2.2.3.5 The Contractor shall contact LDH if it determines that air travel is required, as commercial air travel requires prior authorization.
 - 2.2.3.6 The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services.

2.2.4 Attendants and Other Passengers

2.2.4.1 The Contractor shall determine, by asking the beneficiary or other person calling to schedule transportation, whether the beneficiary will be accompanied by a child (or children) and whether an attendant is needed, and inform the transportation provider. The Contractor shall inform the transportation provider that: (1) Medicaid will not pay for the transportation of persons accompanying the beneficiary; and (2) the provider may not charge the beneficiary or anyone else for transporting persons accompanying the beneficiary. The provider may refuse to accept an assigned trip in accordance with the provider agreement requirements, or may refuse to transport more than one attendant per beneficiary.

- 2.2.4.2 An attendant is required for children under the age of 17. In some cases, such as when a beneficiary is not ambulatory or mentally competent, the transportation provider may require an attendant for an adult passenger.
- 2.2.5 Necessity for Wheelchair
 - 2.2.5.1 The Contractor shall determine whether the beneficiary requires a wheelchair accessible vehicle. Wheelchair accessible vehicles shall be authorized only for beneficiaries who are non-ambulatory.
- 2.2.6 Routine Medical Treatment Scheduled Regularly (Standing Orders)
 - 2.2.6.1 NEMT by for-profit transportation providers or by Gas Reimbursement providers to regular, predictable, and continuing medical services shall be authorized based on a treatment plan submitted by health care provider, or prior authorization received from the fiscal intermediary, if applicable. Examples of routine medical treatment received on a regular basis are hemodialysis, radiation therapy, chemotherapy, rehabilitation therapy, outpatient therapy, physical therapy, speech therapy, mental health rehabilitation therapy, and others as determined by LDH.
 - 2.2.6.2 These standing order trips shall be paid on a per leg basis.
- 2.2.7 Transport of Beneficiaries in Long Term Care Facilities
 - 2.2.7.1 Approval for transportation from a long term care facility is covered only when the beneficiary is moving to a facility for a higher level of care, or is transferring to a facility closer to the beneficiary's residence where beds were not originally available.
 - 2.2.7.2 It is the responsibility of the nursing facility to transport the beneficiary to routine medical services.
- 2.2.8 Fixed Route Bus Service
 - 2.2.8.1 The Contractor shall determine whether the beneficiary is required to use a fixed route bus service. Bus service is required if a beneficiary resides within half a mile walking distance of a bus stop, and the medical provider (destination) is within half a mile walking distance of a bus stop, unless the beneficiary has an obvious physical or mental impairment, or if a statement from a physician or medical provider attests to the beneficiary's inability to use bus service due to a medical condition.
 - 2.2.8.2 When the Contractor determines that fixed route bus service is the appropriate means of transportation for a beneficiary using the criteria below, the Contractor shall enter an indicator into the database to identify the beneficiary for future scheduling by bus. LDH shall provide the Contractor with bus tickets, and the Contractor shall be responsible for the timely distribution (normally by mail) to beneficiaries. LDH purchases the tickets and then submits the confirmation number to the Contractor.
 - 2.2.8.3 To allow time to distribute the bus tickets, beneficiaries are required to provide at least two business days' notice for requests for bus tickets, or the Contractor may deny the request.
 - 2.2.8.4 The furthest distance a beneficiary may be required to walk to or from a fixed route transportation stop is half of a mile. If Contractor determines that fixed route transportation is an appropriate mode of transportation for a beneficiary, but the beneficiary requests a different mode of transportation, Contractor may require the beneficiary to verify any mobility limitations, including, but not limited to, requiring the beneficiary to supply documentation from a physician. Contractor shall consider the following when determining whether to allow an exception:
 - 2.2.8.4.1 The beneficiary's ability to travel independently, including the age of the beneficiary traveling to the medical appointment, and any permanent or temporary debilitating

physical or mental condition that precludes use of fixed route transportation;

- 2.2.8.4.2 The availability of fixed route transportation in the beneficiary's area or community, including the accessibility of the location to which the beneficiary is traveling and whether the beneficiary must travel more than half of a mile to or from the fixed route transportation stop;
- 2.2.8.4.3 Whether inclement weather conditions (including extreme heat and cold) or other pertinent factors make use of fixed route transportation unfeasible;
- 2.2.8.4.4 Whether the fixed route transportation schedule is compatible with the time of the beneficiary's appointment for the covered medical service. In this instance, "compatible" means that the schedule will allow the beneficiary to arrive at the drop off location no more than 90 minutes prior to the scheduled appointment time, and will allow the beneficiary 45 minutes after the estimated time the appointment will end to arrive at the pick-up location; and
- 2.2.8.4.5 Whether any special needs of the beneficiary require the coordination of services with other NEMT providers.

2.2.9 Assignment of Trips

- 2.2.9.1 The Contractor shall document whether the NEMT provider accepts or declines the assigned trips.
- 2.2.9.2 The Contractor and NEMT provider shall mutually agree upon a method of communicating trip assignments; if an NEMT provider declines the trip, the Contractor shall immediately schedule the trip with another NEMT provider (on a rotating basis), cancel the trip with the original NEMT provider, and notify the beneficiary.
- 2.2.9.3 If a transportation provider fails to pick up a beneficiary for a scheduled trip, the Contractor shall cancel the authorization for the trip in accordance with NEMT policy.
- 2.2.9.4 The Contractor shall monitor trips assigned to NEMT providers to ensure they are not over-booked.

2.2.10 Beneficiary Education Plan

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

2.2.11 Complaints

2.2.11.1 The Contractor shall investigate all incoming complaints from beneficiaries and providers within ten (10) calendar days of receipt. The Contractor shall obtain factual information about the complaint from appropriate sources (the beneficiary, the NEMT provider, the medical provider, etc.) and, depending on the severity of the complaint, attempt to resolve the complaint by altering the schedule or by other means. If the complaint is beyond the control of the Contractor, the Contractor shall forward the complaint, all factual information obtained, and any findings to LDH further investigation. Contractor's responsibilities include:

- 2.2.11.1.1 Establishment and maintenance of procedures for handling complaints regarding scheduling of NEMT services.
- 2.2.11.1.2 Investigation and maintenance of written documentation of all complaints and findings, to be made available to LDH or its designee for review, subject to audit by LDH, CMS, Office of the Inspector General, and any others, as deemed necessary by LDH. Procedures shall include but not be limited to:
 - Written response to any complaint received by the Contractor, within ten (10) days of receipt.
 - Written response to any complaint classified as "urgent" by LDH, within five (5) days of receipt. An urgent complaint is non-life threatening and can be answered within a specified time frame.
 - Written response to any complaint classified as "emergency" by LDH, within twenty-four (24) hours of receipt. An emergency complaint is life threatening and may require additional assistance from LDH administration.
- 2.2.11.2 The Contractor shall establish and maintain corrective action plans addressing findings resulting from complaints, LDH monitoring activities, federal reviews, or other reviews conducted during the term of the contract. The Contractor shall implement corrective action plans in accordance with time frames established by LDH and/or CMS. In no instance shall the Contractor be given less than ten (10) days to initiate corrective action.
- 2.2.12 Surveys of Beneficiaries
 - 2.2.12.1 The Contractor shall comply with a request from LDH to conduct periodic surveys of beneficiaries and medical providers to determine their perception of the quality of the services and to monitor beneficiary and provider abuse of the NEMT Program. If required by LDH:
 - 2.2.12.1.1 The Contractor shall conduct periodic surveys of beneficiaries for whom NEMT services were authorized. LDH, at its discretion, may specify the distribution and size of the sample.
 - 2.2.12.1.2 Surveys shall be performed by the Contractor either on a cold call basis or during the actual scheduling of NEMT services for a beneficiary who is known to the Contractor as a regular requestor of services.
 - 2.2.12.1.3 Surveys shall address the following:
 - Confirmation of scheduled trip
 - o Courtesy of driver
 - Driver assistance, when required
 - Overall behavior of driver
 - Safe operation of vehicle by driver
 - Condition, comfort, and convenience of vehicle
 - o Punctuality of service

2.2.13 Records/Reporting

- 2.2.13.1 The Contractor shall maintain a daily log of all calls received and trips scheduled. The log shall be in a computerized format and shall be available both electronically and in hard copy. A sample of the log must be submitted to LDH for review and approval within thirty (30) calendar days from the date the contract is signed.
- 2.2.13.2 In order to receive reimbursement for services provided during each operating month, the Contractor shall submit to LDH a summary report by the tenth day of the following month. Monthly summary reports shall be generated from the Contractor's database, in uniform format, the specifics of which will be provided after contract award.
- 2.2.13.3 The Contractor shall back up the information to its server nightly. The Contractor shall back-up information to another computer in synced format. The Contractor's data back-up policy and procedures shall include, but not be limited to:
 - 2.2.13.3.1 Descriptions of the controls for back-up processing, including how frequently back-ups occur;
 - 2.2.13.3.2 Documented back-up procedures;
 - 2.2.13.3.3 The location of data that has been backed up (off-site and on-site, as applicable);
 - 2.2.13.3.4 Identification and description of what is being backed up as part of the back-up plan;
 - 2.2.13.3.5 Any change in back-up procedures in relation to the Contractor's technology changes; and
 - 2.2.13.3.6 A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
- 2.2.13.4 Monthly summary reports shall include, but not be limited to:
 - 2.2.13.4.1 Number of calls received requesting transportation;
 - 2.2.13.4.2 Number of trips scheduled, by parish of origin;
 - 2.2.13.4.3 Number of trips denied, by parish of origin;
 - 2.2.13.4.4 Number of trips assigned to each provider, by parish of origin;
 - 2.2.13.4.5 Number of authorized bus tickets, by parish of origin;
 - 2.2.13.4.6 Number of pending applicants who received transportation services but were subsequently declared ineligible for Medicaid, by parish of origin;
 - 2.2.13.4.7 Number of beneficiary "no shows" (of which Contractor is aware) within standards for pick-up time, by parish of origin; and
 - 2.2.13.4.8 Number, nature, and disposition of all complaints filed, by parish of origin.
- 2.2.13.5 Failure to provide these reports within the specified time frames may result in the assessment of liquidated damages.
- 2.3 Operations Requirements
 - 2.3.1 Call Center
 - 2.3.1.1 The Contractor shall provide scheduling services for Medicaid nonemergency, non-ambulance medical transportation 365 days a year.

- 2.3.1.2 The Contractor's call center shall be available for scheduling, at a minimum, from 6:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, excluding holidays. Holiday schedules are to be identical to the declared holidays of LDH.
- 2.3.1.3 The Contractor's call center shall also be accessible 24 hours per day for unscheduled trips which occur on short notice after-hours and on weekends and holidays. (Example: beneficiary released without notice from a hospital or a beneficiary that goes to an emergency room in a non-emergent situation and must be transported to an alternative provider). The Contractor may arrange for weekend/holiday coverage through a designated toll-free telephone number for weekends/holidays, a beeper/pager, or other means. LDH has arranged for access to eligibility information via Internet.
- 2.3.1.4 The Contractor shall ensure telephone coverage that is capable of handling 1,000-2,000 calls received on a monthly basis for minimum number of telephone lines required for the state, in a roll-over format, toll free for incoming long distance calls. The Contractor shall record calls and provide remote access to LDH for auditing purposes. The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services.
- 2.3.1.5 The Contractor shall make interpretation services, including real-time oral interpretation and the use of auxiliary aids such as TTY/TDD, available free of charge to beneficiaries. This applies to all non-English languages.
- 2.3.2 Information System
 - 2.3.2.1 The Contractor's computer system shall be capable of performing the following functions for daily operations and for LDH audit and billing purposes:
 - 2.3.2.1.1 Recording of beneficiary's trip information;
 - 2.3.2.1.2 Storage of data in a designated database format;
 - 2.3.2.1.3 Daily back-up of database;
 - 2.3.2.1.4 Electronic transmission of authorization data to the fiscal intermediary in format specified by LDH;
 - 2.3.2.1.5 Electronic transmission of authorizations to selected providers or their designed third party billing vendor; and
 - 2.3.2.1.6 Extraction of data by beneficiary ID number for creation of history file of approvals for (at minimum) the required record retention period.
 - 2.3.2.2 The Contractor shall be responsible for all programming functions and costs associated with the maintenance of the database as well as costs associated with transmission of authorizations to the fiscal intermediary and to NEMT providers.
 - 2.3.2.3 The Contractor shall submit to each NEMT provider, or their designated third party billing vendor, in a timely manner and on a daily basis a list of authorized trips assigned to the provider, with complete trip information.
- 2.3.3 Administrative Office Requirements
 - 2.3.3.1 The Contractor must have an office located within the State of Louisiana.
 - 2.3.3.2 The Contractor's office shall maintain, at a minimum, business hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding holidays.
 - 2.3.3.3 The Contractor shall have the capacity to send and receive facsimiles at the central business office at all times during business hours.

- 2.3.3.4 The purpose is for the Contractor to have a physical presence within the state for conducting business with Medicaid enrollees, NEMT providers, and LDH NEMT program staff. This will also enable the Contractor to perform these contract requirements:
 - 2.3.3.4.1 Participate in state fair hearings requested by beneficiaries when issues involve the Contractor, as determined by LDH. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Louisiana Division of Administrative Law.
 - 2.3.3.4.2 Attend and prepare documentation for fair hearings, appeals, and related meetings, at no cost to LDH.
 - 2.3.3.4.3 Agree to make its employees available as witnesses, without charge, for the Louisiana Attorney General's Medicaid Fraud Control Unit, and to LDH.
 - 2.3.3.4.4 Provide documentation for all enforcement proceedings and hearings.

2.3.4 Encounter Data

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

- 2.3.4.1 Submit encounter data weekly for all dates of service during the contract period.
- 2.3.4.2 Utilize an LDH and HIPAA v5010 compliant 837 format using a stateprovided unique submitter identification number ("Submitter ID"). Support updates to the HIPAA standard transaction sets when disseminated by CMS and approved by LDH.
- 2.3.4.3 Submit encounters electronically in the standard HIPAA v5010 transaction formats, specifically the ANSI X12N 837 provider-to-payer-to-payer COB Transaction format. Compliance with all applicable HIPAA, federal, and state mandates, both current and future, is required.
- 2.3.4.4 Have the capability to convert all information that enters its claims system via hard copy paper claims to electronic encounter data for submission in the appropriate HIPAA compliant format.
- 2.3.4.5 Submit to the fiscal intermediary (FI) at least 95% of encounters processed within sixty (60) days of receipt of the claims by Contractor. The FI processes encounters on a weekly basis.
- 2.3.4.6 Submit paid, denied, adjusted, and voided claims as encounters to the FI. LDH will establish the appropriate identifiers to indicate these claims as encounters, and information will be provided in the Systems Companion Guide.
- 2.3.4.7 Ensure that encounter files contain settled claims, adjustments, denials, or voids, including but not limited to adjustments necessitated by payment errors, processed during that payment cycle.
- 2.3.4.8 Resolve denied encounters when appropriate. LDH has authorized their FI to edit encounters using a common set of edit criteria that might cause denials. Encounter denial codes shall be deemed "repairable" or "non-repairable". An example of a repairable encounter is "provider invalid for date of service". An example of a non-repairable encounter is "exact duplicate". The Contractor is required to be familiar with the FI edit codes and dispositions for the purpose of repairing encounters denied by the FI. A list of encounter edit codes is located in the Systems Companion Guide.
- 2.3.4.9 Address any issues that prevent processing of an encounter in order to maintain integrity of processing.

- 2.3.4.10 The Contractor shall make an adjustment to encounter claims when the Contractor discovers the data is incorrect, no longer valid, or some element of the claim not identified as part of the original claim needs to be changed except as noted otherwise. If LDH or its 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 fourteen (14) calendar days of notification by LDH or, if circumstances exist that prevent the Contractor from meeting this time frame, by a specified date as approved by LDH.
- 2.3.4.11 The CEO, CFO or their designee shall attest to the truthfulness, accuracy, and completeness of all encounter data submitted to the FI. The Contractor shall submit to LDH required encounter attestations for each submitted 837 encounter file in a format and frequency established by LDH.
- 2.3.4.12 Reconcile any invoiced data against the submitted and accepted encounter data.
- 2.3.4.13 Accept from the FI a HIPAA v5010 835 transaction file weekly that identifies Contractor encounters processed in the prior week.
- 2.3.4.14 Use the weekly 835 transaction set to resolve Contractor encounter denials in the Fl's processing system.
- 2.3.4.15 Within sixty (60) days of operation, the Contractor's system shall be ready to submit encounter data to the FI in a provider-to-payer-to-payer COB format. The Contractor must incur all costs associated with certifying HIPAA transactions readiness through a third party, EDIFECS, prior to submitting encounter data to the FI. Data elements and reporting requirements are provided in the Systems Companion Guide.
- 2.3.5 Minimum Acceptable Risk Standards for Exchanges (MARS-E) Requirements
 - 2.3.5.1 Each party to this agreement shall ensure appropriate protections of shared Personally Identifiable Information ("PII"), in accordance with 45 CFR §155.260.
 - 2.3.5.2 Each party to this agreement shall ensure that its system is operated in compliance with the latest version of the *Minimum Acceptable Risk Standards for Exchanges (MARS-E)* Document Suite, currently MARS-E version 2.0.
 - 2.3.5.2.1 Multi-factor authentication is a CMS requirement for all remote users, privileged accounts, and non-privileged accounts. In this context, "remote user" refers to staff accessing the network from offsite, normally with a client VPN ("Virtual Private Network") with the ability to access CMS, specifically Medicaid, data.
 - 2.3.5.2.2 A site-to-site tunnel is an extension of LDH's network. 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.

2.4 Reporting Requirements

The Contractor must have:

2.4.1 A system in place, written policies and procedures, and internal controls documented, for establishing and maintaining current and archived provider and contractor files that are HIPAA compliant.

- 2.4.2 A functional disaster recovery plan in place and documented for electronic and hard copy files. This plan will include a description of hardware backup if management information systems are disabled, and the process to allow for the continuation of budget allowance disbursements and would ensure the rapid return to limited operation, including at a minimum:
 - 2.4.2.1 The accuracy of software and data at return to operation.
 - 2.4.2.2 The ability to return to full capacity as soon as possible.
 - 2.4.2.3 The storage of data in multiple data centers to address fault tolerance of a single facility.
 - 2.4.2.4 The server should be designed to employ a method of redundancy for operational integrity and production.
 - 2.4.2.5 All workstations attached to the network should have sufficient processing capability to be used interchangeably and should be able to backup one another until repair or replacement can be affected on a failed workstation.
- 2.4.3 A system in place, written policies and procedures, and internal controls documented for testing and updating the disaster recovery plan for electronic and hard copy files.
- 2.5 Turnover Plan
 - 2.5.1 The Contractor will develop a turnover plan within 30 days of contract approval by the Office of State Procurement, acceptable to LDH in its sole discretion. The turnover plan and any modification or updates must be prior approved by LDH. The turnover plan must be updated at least annually. The objective of the turnover plan is to provide for an orderly and controlled transition of the contractor's responsibilities to a successor contractor at the conclusion of the contract period.
- 2.6 Liquidated Damages
 - 2.6.1 In the event the Contractor fails to meet the performance standards specified within the contract, liquidated damages may be assessed as outlined in the table below. For any violation not explicitly described in the table below, LDH may impose a monetary penalty of up to \$500 per occurrence per calendar day.

Failed Deliverable or Deficiency	Requirement	Penalty
Failure to	1.2 The Contractor is responsible for receiving NEMT	A two hundred fifty (\$250)
Transport	requests for Medicaid beneficiaries, scheduling NEMT	charge to the Contractor for each scheduled trip that an
	of Medicaid beneficiaries when transportation is otherwise unavailable to them, dispatching NEMT	NEMT provider fails to
	providers to ensure that Medicaid beneficiaries are	complete.
	delivered to and from their medical appointments	
	safely, timely, and efficiently, authorizing NEMT	An additional four hundred
	transportation services for payment, and providing	dollar (\$400.00) charge, for
	LDH with monthly reports, evidencing that NEMT services are being delivered successfully.	a total charge of six hundred fifty dollars
		(\$650.00), to the Contractor
	2.2.2.6 The Contractor shall advise beneficiaries of the	for each scheduled trip to a
	necessity for calling at least two (2) business days in	dialysis appointment that
	advance of a scheduled medical service to request transportation. The Contractor must attempt to	an NEMT provider fails to complete.
	schedule the trip with less than two (2) business days'	complete.
	notice.	An additional one hundred
		dollar (\$100.00) charge, for
	2.2.2.7 The Contractor shall schedule transportation	a total charge of three
	for hospital discharges to occur within three hours of notification by a medical facility.	hundred fifty dollars (\$350.00), to the Contractor
		for each trip for a hospital
		discharge that does not

Failed		
Deliverable or Deficiency	Requirement	Penalty
	2.2.9.2 The Contractor and NEMT provider shall mutually agree upon a method of communicating trip assignments; if an NEMT provider declines the trip, the Contractor shall immediately schedule the trip with another NEMT provider (on a rotating basis), cancel the trip with the original NEMT provider, and notify the beneficiary.	occur within three (3) hours of notification by a medical facility.
Call Center	 2.3.1.1 The Contractor shall provide scheduling services for Medicaid non-emergency, non-ambulance medical transportation 365 days a year. 2.3.1.2 The Contractor's call center shall be available for scheduling, at a minimum, from 6:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, excluding holidays. Holiday schedules are to be identical to the declared holidays of LDH. 	A two thousand five hundred dollar (\$2,500.00) charge to the Contractor for each calendar day that the Contractor fails to operate the call center in accordance with the requirements set forth in the contract.
	2.3.1.3 The Contractor's call center shall also be accessible 24 hours per day for unscheduled trips which occur on short notice after-hours and on weekends and holidays. (Example: beneficiary released without notice from a hospital or a beneficiary that goes to an emergency room in a non-emergent situation and must be transported to an alternative provider). The Contractor may arrange for weekend/holiday coverage through a designated toll-	A five hundred dollar (\$500.00) charge to the Contractor for each calendar day that the Contractor fails to provide LDH with remote access to call recordings. A two hundred fifty dollar
	free telephone number for weekends/holidays, a beeper/pager, or other means. LDH has arranged for access to eligibility information via Internet.	(\$250.00) charge to the Contractor for each month in which the average hold time equals or exceeds one
	2.3.1.4 The Contractor shall ensure telephone coverage that is capable of handling 1,000-2,000 calls received on a monthly basis for minimum number of telephone lines required for the state, in a roll-over format, toll free for incoming long distance calls. The Contractor shall record calls and provide remote access	(1) minute, plus an additional one hundred dollar (\$100.00) charge to the Contractor for each additional second.
	to LDH for auditing purposes. The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services.	A two hundred fifty dollar (\$250.00) charge to the Contractor for each month in which the abandoned call rate equals or exceeds five
	2.3.1.5 The Contractor shall make interpretation services, including real-time oral interpretation and the use of auxiliary aids such as TTY/TDD, available free of charge to beneficiaries. This applies to all non-English languages.	percent (5%), plus an additional one hundred dollar (\$100.00) charge to the Contractor for each additional percentage point.
	3.1.1.1 Average On Hold Time shall be less than 1 minute each day.	
	3.1.1.2 Average Daily Call Abandonment Rate shall be less than 5%.	
Administrative Office	2.3.3.1 The Contractor must have an office located within the State of Louisiana.	A two thousand five hundred dollar (\$2,500.00) charge to the Contractor for each calendar day after the
	2.3.3.2 The Contractor's office shall maintain, at a minimum, business hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding holidays.	thirtieth (30 th) day that the Contractor has not established its

Failed Deliverable or Deficiency	Requirement	Penalty
		administrative office in Louisiana. A one hundred dollar
		(\$100.00) charge to the Contractor for each calendar day that the administrative office is not open during regular business hours, as defined in the contract.
Information System	 2.3.2.1 The Contractor's computer system shall be capable of performing the following functions for daily operations and for LDH audit and billing purposes: 2.3.2.1.1 Recording of beneficiary's trip information; 2.3.2.1.2 Storage of data in a designated database format; 	A two hundred dollar (\$200.00) charge to the Contractor for each calendar day of noncompliance.
	 2.3.2.1.3 Daily back-up of database; 2.3.2.1.4 Electronic transmission of authorization data to the fiscal intermediary in format specified by LDH; 2.3.2.1.5 Electronic transmission of authorizations to selected providers or their designed third party billing vendor; and 2.3.2.1.6 Extraction of data by beneficiary ID number for creation of history file of approvals for (at minimum) the required record retention period. 	
	2.3.4.3 Submit encounters electronically in the standard HIPAA v5010 transaction formats, specifically the ANSI X12N 837 provider-to-payer-to-payer COB Transaction format. Compliance with all applicable HIPAA, federal, and state mandates, both current and future, is required.	
Complaints	 2.2.11.1.2 Investigation and maintenance of written documentation of all complaints and findings, to be made available to LDH or its designee for review, subject to audit by LDH, CMS, Office of the Inspector General, and any others, as deemed necessary by LDH. Procedures shall include but not be limited to: Written response to any complaint received by the Contractor, within ten (10) days of receipt. Written response to any complaint classified as "urgent" by LDH, within five (5) days of receipt. An urgent complaint is non-life threatening and can be answered within a specified time frame. Written response to any complaint classified as "emergency" by LDH, within twenty-four (24) hours of receipt. An emergency complaint is life threatening and may require additional assistance from LDH administration. 	A five hundred dollar (\$500.00) charge to the Contractor per complaint for each business day after the response due date until the response is received.
Surveys of Beneficiaries	2.2.12.1 The Contractor shall comply with a request from LDH to conduct periodic surveys of beneficiaries and medical providers to determine their perception of the quality of the services and to monitor beneficiary and provider abuse of the NEMT Program.	A five hundred dollar (\$500.00) charge to the Contractor for each calendar day after the due date until the survey and/or methodology is received.
Record Retention and Access	2.8.2 The Contractor shall provide access to information in machine-readable format within two (2) business days of requests for information less than six	A five hundred dollar (\$500.00) charge to the Contractor per request for

Failed		
Deliverable or Deficiency	Requirement	Penalty
	 (6) years old and within three (3) business days of requests for information greater than six (6) years old. 2.8.3 The Contractor shall provide to LDH within two (2) business days upon request, at no extra charge, copies of requested records and documentation. 	each calendar day after the first two (2) business days, for information less than six (6) years old, or three (3) business days, for information greater than six (6) years old, until the information is provided. A five hundred dollar (\$500.00) charge to the Contractor per request for each calendar day after the due date until the copies are provided.
Reports	 3.1 The Contractor shall submit reports electronically by the fifteenth (15th) of each month. Monthly reports include but are not limited to: 3.1.1 Call Center Quality Assurance 3.1.1 Average On Hold Time shall be less than 1 minute each day 3.1.1.2 Average Daily Call Abandonment Rate shall be less than 5% 3.1.1.3 Customer Satisfaction shall be greater than or equal to 90% 3.1.2 Trips Authorized, by Parish, by Provider 3.1.3 Pick Up and Delivery Performance 3.1.4 Denials, Cancellations, and No-Shows 3.1.5 Trip data for all trips performed monthly to include trip ID, beneficiary ID, provider ID, pickup and drop off addresses and rate authorized/paid. 3.1.6 Complaints and resolutions 3.1.7 Beneficiary eligibility 3.2 Reports due quarterly shall be received electronically by the end of the first month to follow each quarter. Quarterly reports include but are not limited to: 3.2.1 Beneficiary Satisfaction 3.2.2 Medical Provider Satisfaction 3.2.3 Post Transportation Validation- Attendance Verification 3.3 Reports due annually shall be received electronically by the end of the first month to follow the end of the contract year. Annual reports include but are not limited to: 3.3 Reports due annually shall be received electronically by the end of the first month to follow the end of the contract year. Annual reports include but are not limited to: 	A five hundred dollar (\$500.00) charge to the Contractor per report for each calendar day after the report due date until a complete and accurate report is received.
Turnover Plan	 3.3.2 Emergency Management Plan 2.5.1 The Contractor will develop a turnover plan within 30 days of contract approval by the Office of State Procurement, acceptable to LDH in its sole discretion. The turnover plan and any modification or updates must be prior approved by LDH. The turnover plan must be updated at least annually. The objective of the turnover plan is to provide for an orderly and controlled transition of the contractor's responsibilities to a successor contractor at the conclusion of the contract period. 	A two hundred fifty (\$250.00) charge to the Contractor for each calendar day after the due date until a complete and accurate Turnover Plan is received.

- 2.6.2 If assessed, the liquidated damages will be used to reduce LDH's payments to the Contractor or if the liquidated damages exceed amounts due from LDH, the Contractor will be required to make cash payments for the amount in excess. LDH may also delay the assessment of liquidated damages if it is in the best interest of LDH to do so. LDH may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LDH, LDH may reassert the assessment of liquidated damages, even following contract termination.
- 2.6.3 The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - 2.6.3.1 The duration of the violation;
 - 2.6.3.2 Whether the violation (or one that is substantially similar) has previously occurred;
 - 2.6.3.3 The Contractor's history of compliance;
 - 2.6.3.4 The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
 - 2.6.3.5 The "good faith" exercised by the Contractor in attempting to stay in compliance.
- 2.7 Fraud and Abuse
 - 2.7.1 The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
 - 2.7.2 Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.
 - 2.7.3 The Contractor shall work with the LDH Program Integrity section to validate and administer fee-for-service transportation providers.
 - 2.7.4 The State, including LDH, Louisiana Office of the Attorney General Medicaid Fraud Control Unit (MFCU), and the Louisiana Legislative Auditor (LLA), and the federal government, including, CMS, HHS Inspector General, and the General Accounting Office, or their designees, have the right to audit, evaluate, and inspect any records or systems that pertain to any activities performed or amounts payable under this Contract at any time.
 - 2.7.4.1 This right exists for ten (10) years from the termination of this Contract for the Contractor and any subcontractors or from the date of completion of any audit, whichever is later; provided, however that if any of the entities above determine that there is a reasonable possibility of fraud or similar risk, they may audit, evaluate, and inspect at any time.
 - 2.7.4.2 The Contractor and any subcontractors shall make their premises, facilities, equipment, records, and systems available for the purposes of any audit, evaluation, or inspection described immediately above.
 - 2.7.5 The Contractor and its providers and subcontractors shall make all program and financial records and service delivery sites open to the representative or any designees of the above upon request. HHS, OIG, LDH, GAO, the State Auditor's Office, the Office of the Attorney General, and/or the designees of any of the above shall have timely and reasonable access and the right to examine and make copies, excerpts, or transcripts of all books, documents, papers, and records which are directly pertinent to a specific program for the purpose of making audits and examinations, contact and conduct private interviews with Contractor clients,

employees, and contractors, and do on-site reviews of all matters relating to service delivery as specified by the Contract.

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

3. Performance Measures

- 3.1 The Contractor shall submit reports electronically by the fifteenth (15th) of each month. Monthly reports include but are not limited to:
 - 3.1.1 Call Center Quality Assurance
 - 3.1.1.1 Average On Hold Time shall be less than 1 minute each day
 - 3.1.1.2 Average Daily Call Abandonment Rate shall be less than 5%
 - 3.1.1.3 Customer Satisfaction shall be greater than or equal to 90%
 - 3.1.2 Trips Authorized, by Parish, by Provider
 - 3.1.3 Pick Up and Delivery Performance
 - 3.1.4 Denials, Cancellations, and No-Shows
 - 3.1.5 Trip data for all trips performed monthly to include trip ID, beneficiary ID, provider ID, pickup and drop off addresses and rate authorized/paid.
 - 3.1.6 Complaints and resolutions
 - 3.1.7
- 3.2 Reports due quarterly shall be received electronically by the end of the first month to follow each quarter. Quarterly reports include but are not limited to:

- 3.2.1 Beneficiary Satisfaction
- 3.2.2 Post Transportation Validation- Attendance Verification
- 3.3 Reports due annually shall be received electronically by the end of the first month to follow the end of the contract year. Annual reports include but are not limited to:
 - 3.3.1 Quality Improvement Initiatives
 - 3.3.2 Emergency Management Plan
- 3.4 Systems Performance
 - 3.4.1 Exchange all required files with the Medicaid fiscal intermediary.

4. Monitoring Plan

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

5. Payment

- 5.1 The total amount of this contract shall not exceed \$149,997.00 (\$49,999.00 or less per contract year).
 - 5.1.1 The Contractor shall be paid the rate of \$36.90 per one-way trip.
 - 5.1.2 The Contractor shall be paid a monthly administrative fee of \$1,600.00.
- 5.2 The Contractor shall submit a monthly invoice by the fifteenth (15th) day of the month following the month in which services were rendered, which includes trip records and supporting documentation.
- 5.3 Payment is contingent upon LDH approval of invoices.
- 5.4 The term of this contract shall be April 1, 2020 to March 31, 2023, unless terminated earlier under the early termination provision as set forth in the agreement.

SARAH BRUMFIELD

sbrumfield@mail.com (985) 507-2384 Ponchatoula, La

BUSINESS ANALYST

Intuitive problem solver with over 5 years of experience in process improvement roles enhancing business outcomes through data analytics, project management initiatives, and training. Dedicated and organized analyst versed in operational needs through technical/software support in conjunction with reporting. Experienced in interpreting and analyzing data to drive successful business solutions.

SKILL HIGHLIGHTS

Process Improvement	Data Extraction	Microsoft Office Products
Reporting	Credentialing	Excel- expert level, Word, Outlook, Visio
Financial Reporting	Account Management	IT System Implementation
Business Practice Development	Adherence - UDS, HEDIS, H	IRSA, PCMH
Project Management	Cross – Functional Solution	Development
Data Mining	End User Training	

TECHNOLOGICAL COMPETENCIES

EHR: EPIC, Greenway Intergy, Practice Analytics, Insight, CLEAR Reporting, ReviewMate, Meditech, M*Modal Transcription, 3M, Insight

Education

University of Louisiana at Lafayette, Lafayette, LA (2013)

B.S., HEALTH INFORMATION MANAGEMENT MINOR – BUSINESS *Certification*: *Registered Health Information Administrator (RHIA)*

Career History

SOUTHEASTRANS INC., BATON ROUGE, LA

Transportation management company providing non-emergency medical transportation needs to over 4,000 health insurance members.

Quality Assurance Specialist

- Performs quality engineering reviews of design documentation for compliance with stated requirements, including vendor quality manuals and company quality records.
- Informed management team of significant issues or developments identified during quality assurance activities and actions being taken to improve the situation. Prepares and presents technical and program information to the management team. Directs technical and administrative workers engaged in quality assurance activities.
- Compile and formulate complaint summary for designated regions.
- Research, resolve, and inform departments on
- Create and generate notifications for various discrepancies and/or ill treatment of clients and/or transportation providers.
- Company liaison for customer relations and member grievances

HIMAGINE SOLUTIONS INC., TAMPA, FL

NOVEMBER 2016 - NOVEMBER 2018

Sarah Brumfield Health Information Management Professional

AUGUST 2019 - PRESENT

SARAH BRUMFIELD

sbrumfield@mail.com

Healthcare consulting company with 150+ clients offering a variety of health care business needs in managing and improving business quality. Services include, but are not limited to; managed coding solutions, work flow process development, and auditing services.

Data Analyst and IT Support

- Build, design, and run reports for over 80 clients which displayed coding audit outcomes
- Create and enforcing effective policies and procedures to streamline departmental processes
- Manage and monitor weekly productivity measures for auditors and coding teams
- Maintain user data for compliance and client utilization of reporting system
- Transfer and configure raw data received from clients from different electronic mediums Doc. Docx. Text files etc. and upload data into auditing software system (ReviewMate)
- Ensure information is properly mapped and linked for accurate data transmission
- Provide end user support to internal and external users for the software system (ReviewMate) which included; troubleshooting software issues, direction on proper system usage, and resetting passwords
- Utilize user requests via on-line ticketing system JitBit

TAMPA FAMILY HEALTH CENTERS, TAMPA, FL

Federally Qualified Health Care center accredited by the AAAHC providing medical, dental, and pharmacy services with over 17 local sites throughout Hillsborough County Florida.

Data Reporting Analyst

- Collaborated with directors and executive teams to update operational processes based on statistical outcomes
- Construct visuals for operational and clinical outcomes to company executives
- Manage and handle daily data reporting needs for 17 community health centers
- Reported provider productivity, clinical quality indicators, clinic performance measures, operational tasks and outcomes
- Monitor and submit on the organization's behalf to accrediting and governing healthcare bodies for compliance and inclusion grants and programs such as: NCQA, HEDIS, UDS MU, HRSA, PCMH
- Identify issues from data analysis and report findings for correction and improvement of processes
- Build specialized reports for senior staff and Continuing Quality Improvement Committee
- Analyze organizational trends to optimize care and effectiveness of services
- Adhoc reporting

GENERAL DYNAMICS INFORMATION TECHNOLOGY, TAMPA, FL

General Medicare Customer Service Representative

Federal government contact center providing telephonic customer services about government administered health care to the general population.

- Utilize root cause analysis and problem-solving skills to manage inbound calls to assist general public and beneficiaries.
- Deliver health care plan information and provide explanation of benefits to account holders.
- Protect and inform beneficiaries of personal healthcare information following stringent HIPAA guidelines.
- Enroll individuals into government approved health care plans.
- Handle confidential information with sensitivity and discretion in accordance with Data Privacy requirements.
- Provide individual claim information, resulting from extensive and detailed research.

CHILDREN'S HOSPITAL AND RESEARCH CENTER OF OAKLAND, OAKLAND, CA

AUGUST 2013 – JANUARY 2014

OCTOBER 2014- OCTOBER 2016

JULY 2014 - OCTOBER 2014

SARAH BRUMFIELD

sbrumfield@mail.com (985) 507-2384

Ponchatoula, La

One of the largest and most technological advanced pediatric care centers of the East Bay. With 30+ pediatric sub-specialties from neurosurgery to sports medicine to urology; servicing the east coast children for nearly 100 years! Well respected teaching and engagement facility offering astounding care and endless compassion to families near and far.

Health Information Management (HIM) Supervisor - Contracted

- Oversaw medical records department services, ensuring information was complete and accurate.
- Provided extensive research and created feasibility reports regarding business acquisitions.
- Prepared detailed departmental financial reports and service contracts.
- Successfully designed and implemented a scanning program; organized and planned scheduling and training of entire staff; facilitated equipment layout for HIM and cross-functional departments for scanning.
- Created and implemented strategic work flow diagrams to illustrate new work process after Epic implementation.
- Sited as Epic software Subject Matter Expert (SME) for HIM functions, such as chart tracking and correction, deficiency tracking, provider suspension process, release of information and transcription.

Stephen E. Buckner

405 Choctaw Lane Flowood, Mississippi 39232

601.850.9381 (cell) stevebuckner22@gmail.com

Business Development and Operations Management Executive

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

Executive Summary

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

Professional Experience

SOUTHEASTRANS - Atlanta, GA

Corporate Director / Interim LA State Director

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

INTELLIRIDE - DIVISION OF TRANSDEV NORTH AMERICA - Jackson, MS

2017-2018

Vice President of Business Development

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

Present

LEFLEUR TRANSPORTATION - Ridgeland, MS

Director of Business Development

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

AUTO RENTAL RESOURCE CENTER - Jackson, MS

National Accounts Manager

- Managed sales and marketing functions of the nation's largest independent auto rental association
- Developed and implemented new products and programs for independent auto rental operations
- Negotiated and structured insurance and ancillary programs for association members
- Represented Auto Rental Resource Center at industry events

TransAmerica Distribution Finance - Jackson, MS Business Development Manager	1999-2000
NationsBank - Jackson, MS <i>Regional Vice President</i> (Merger eliminated position)	1998-1999
Chase Financial Corporation - Jackson, MS <i>Regional Manager</i>	1995-1998
Trustmark National Bank - Jackson, MS Loan Officer	1989-1995
Education	
Millsaps College Bachelor of Business Administration, Else School of Management Student Athlete, NCAA D-III Basketball	Jackson, MS
Mississippi School of Banking	Oxford, MS

References are available upon request

2003-2017

2000-2003

Walter J. Oubre, III

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

EDUCATION

BATON ROUGE COMMUNITY COLLEGE | MAY 2016

• Associate in Applied Science: Entertainment Technology

SKILLS & ABILIITES

INTERPERSONAL SKILLS

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

LEADERSHIP SKILLS

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

MANAGEMENT SKILLS

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

PROFESSIONAL QUALITIES

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

EMPLOYMENT HISTORY

TRANSPORTION SUPERVISOR | SOUTHEASTRANS | OCTOBER 2017-PRESENT

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

ASSISTANT MANAGER | SHERWIN WILLIAMS | FEBUARY 2016- MARCH 2017

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

TEAM LEADER | SHERWIN WILLIAMS | AUGUST 2012-FEBUARY 2016

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

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

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

SALES ASSOCIATE | SHERWIN WILLIAMS | JANUARY 1999-JANUARY 2010

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

MARGARET SCHLENDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EDUCATION | LAC COURTE OREILLES OJIBWE SCHOOL

HIGH SCHOOL DIPLOMA

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

LAC COURTE OREILLES OJIBWE SCHOOL COMMUNITY COLLEGE DEAN'S LIST, AMERICAN INDIAN HIGHER EDUCATION CONSORTIUM PARTCIPANT (SCIENCE, ARCHERY, AND GENERAL KNOWLEDGE COMPETITION) 2011. AISES

UNIVERSITY OF WISCONSIN – MADISON PEOPLE PROGRAM PARTICIPANT, WUNK SHEEK, AISES

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

Northwoods Humane Society Volunteer - 2015 - 2017

New Post Community Cemetery Groundskeeper Volunteer – 2009 – Present

Three Birds Media Bookkeeper - 2014 - 2016

REFERENCES KAREN MELASECCA, TRANSIT MANAGER SAWYER COUNTY / LAC COURTE ORIELLES TRANSIT COMMISSION (NAMEKAGON TRANSIT)

> 715-634-6633 ext 224 namekagonkaren@hotmail.com

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

608-469-9930 cooza83@gmal.com

JAMES BASSETT, COUNTY BOARD SUPERVISOR SAWYER COUNTY BOARD OF COMMISSIONERS

715-945-2095 jab@bevcomm.net

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned shareholder and directors of hereunto executed this consent as of the <u>15</u> day of <u>April</u>, 2020.

DocuSigned b D7COEB617BC7

STEVE R. ADAMS Director/Sole Shareholder

DocuSigned by

GARY KINARD

Director

DocuSigned by: Benjie R. alexander

BENJIE ALEXANDER

DocuSigned by: Dena adams-Mckish BOCO3BAA88B74

DENA ADAMS-MCNEISH

Director

Director

LaGov# 2000484402 Exhibit 3

State of Louisiana Secretary of State



COMMERCIAL DIVISION 225.925.4704

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

Additional Officers: No

Name		Turne	City	Chatrus	
	INC	Type	City ATLANTA	Status	
SOUTHEASTRANS,	INC.	Business Corporation (Non-Louisiana)	ATLANTA	Active	
Previous Names					
Business:	SOUTHE	ASTRANS, INC.			
Charter Number:	4162575	2F			
Registration Dat	e: 8/29/202	14			
Domicile Address	5				
4751	BEST ROAD, SUI	TE 300			
ATLAI	NTA, GA 30337				
Mailing Address					
4751	BEST ROAD, SUI	TE 300			
ATLAI	NTA, GA 30337				
Principal Busines	ss Office				
4751	BEST ROAD, SUI	TE 300			
ATLAI	NTA, GA 30337				
Registered Office	e in Louisiana				
3867	3867 PLAZA TOWER DR., 1ST FLOOR				
BATO	BATON ROUGE, LA 70816				
Principal Busines	s Establishme	nt in Louisiana			
8032	8032 SUMMA AVENUE, SUITE A				
BATO	N ROUGE, LA 70	809			
Status					
Status:	Active				
Annual Report S	tatus: In Good	l Standing			
Qualified:	8/29/20	14			
Last Report Filed	l: 7/30/20	19			
Туре:	Business	Corporation (Non-Louisiana)			
Registered /	Agent(s)				
Agent: INCORP SERVICES, INC.		ES, INC.			
Address 1: 3867 PLAZA TOWER DR., 1ST FLOOR		-			
City, State, Zip:	BATON ROUGE	LA 70816			
Appointment Date:	8/29/2014				

Officer(s)

Officer:	STEVE ADAMS	
Title:	President	

Address 1: City, State	4751 BEST ROAD, SUITE 300 ATLANTA, GA 30337 , Zip:	LaGov# 2000484402 Exhibit 3
Officer:	BENJIE ALEXANDER	
Title:	Secretary	
Address 1:	4751 BEST ROAD, SUITE 300	
City, State, Zip:	ATLANTA, GA 30337	

Amendments on File (1)

Description	Date
Disclosure of Ownership	8/29/2014

Print



Dr. Courtney N. Phillips SECRETARY



Louisiana Department of Health Bureau of Health Services Financing

May 28, 2020

LaGov# 2000484402 Exhibit 4

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

RE: LaGov# 2000484402 Justification for Out-of-State Contract

Dear Ms. Rice:

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

The contractor will not be in the state for more than 30 days.

If further information is needed, please contact Stacy Guidry at 337-857-6115.

Sincerely,

Ali Bagberg

Ali Bagbey Medicaid Program Manager 1-B



Dr. Courtney N. Phillips SECRETARY



Louisiana Department of Health Bureau of Health Services Financing

May 28, 2020

LaGov# 2000484402 Exhibit 5

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

RE: LaGov# 2000484402 Justification for Multi-Year Contract

Dear Ms. Rice:

Please consider this justification for the Louisiana Department of Health to enter into a multi-year contract with Southeastrans, Inc. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

The contractor shall perform for the Louisiana Department of Health (LDH), Bureau of Health Services Financing (BHSF) the daily functions of the non-emergency transportation (NEMT), non-ambulance (NEAT), Program which provides services to Medicaid beneficiaries who are eligible for fee-for-service Medicaid when those services are not the responsibility of a Medicaid managed care organization (MCO).

The estimated requirements covering the period of the contract are reasonably firm and continuing and such a contract will serve the best interests of the State by encouraging effective competition or otherwise promoting economies in state procurement.

If further information is needed, please contact Stacy Guidry at 337-857-6115.

Sincerely,

Ali Bagbery

Ali Bagbey Medicaid Program Manager 1-B