

CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

CFMS: 732053

DHH: 060339

Medical Vendor Administration

Agency # 305

AND

Southeastrans, Inc.

FOR

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

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

9) Brief Description Of Services To Be Provided:
Contractor will provide a prior authorization system for the statewide Non-Emergency Medical Transportation (NEMT) program. The Contractor is responsible for receiving requests for the transportation of Medicaid recipients, scheduling transportation of Medicaid recipients when transportation is otherwise unavailable to them, dispatching Medicaid transportation providers to ensure that these recipients are delivered to and from their appointments, authorizing these transportation services for payment, and providing monthly reports to document the delivery of services.

10) Effective Date 10-01-2014	11) Termination Date 09-30-2017
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount \$ 3,139,280.00 SFY15:\$1,020,800 SFY16: \$914,970 SFY17: \$957,810 SFY18: \$245,700

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: This is a fixed rate contract and Contractor shall be paid based upon the terms of payment outlined in Attachment C and upon the submission and approval of deliverables in accordance with established timelines and submission of accurate, detailed monthly invoices.

The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. The retainage amount shall be released on an annual basis, or within ninety (90) days of the termination of the contract with successful completion of contract deliverables and submission of accurate invoice.

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Jode	Last Name Burkett
	Title Medicaid Program Manager 2	Phone Number (225)342-2094

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

Attachment A: HIPAA Addendum	Exhibit 1: Board Resolution
Attachment B: Statement of Work	Exhibit 2: Multi-Year Justification Letter
Attachment C: Contract Amounts and Terms of Payment	Exhibit 3: Emergency Preparedness Plan
Attachment D: Standard Provisions	Exhibit 4: Out of State Justification
Attachment E: Additional Provisions	Exhibit 5: Certificate of Authority
	Exhibit 6: Disclosure of Ownership

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, 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, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. 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 three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, 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 DHH 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 Department of Health and Hospitals, 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 DHH Office**.
4. 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. 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 Contractual Review.
6. 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.
7. 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 Department of Health and Hospitals, 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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 supplies 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.
13. 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 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. 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.
15. 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 \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..
16. 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. 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 contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. 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.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. 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 DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH 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. Any equipment purchased under this contract remains the property of the Contractor for the period of 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 DHH 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. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, 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 LA R.S. 40:1299.39 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 DHH.

22. 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. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS 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.

<div>Southeastrans, Inc.</div>	<div>STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS</div>
<div><div>Steve R. Adams9-22-14</div><div>SIGNATUREDATE</div><div>Steve R. Adams</div><div>NAME</div><div>Director/Sole Shareholder</div><div>TITLE</div></div>	<div><div></div><div>SIGNATUREDATE</div><div>Kathy Kliebert</div><div>NAME</div><div>Secretary, Department of Health and Hospital or Designee</div><div>TITLE</div></div>
<div></div>	<div>Medical Vendor Administration</div>
<div><div></div><div>SIGNATUREDATE</div><div></div><div>NAME</div><div></div><div>TITLE</div></div>	<div><div>J. Ruth Kennedy9/23/14</div><div>SIGNATUREDATE</div><div>J. Ruth Kennedy</div><div>NAME</div><div>Medicaid Director</div><div>TITLE</div></div>
	<div>APPROVED Office of the Governor Office of Contractual Review</div> <div>SEP 26 2014</div> <div>Pamela Bartley Rice</div> <div>DIRECTOR</div>

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 and Hospitals ("DHH") 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 DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH 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 (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - 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 DHH.
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 DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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 DHH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to DHH 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH 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 DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Statement of Work

Goal/Purpose

Contractor will provide a prior authorization system for the Bureau of Health Services Financing's statewide Non-Emergency Medical Transportation (NEMT) Program. The Contractor is responsible for receiving requests for the transportation of Medicaid recipients, scheduling transportation of Medicaid recipients when transportation is otherwise unavailable to them, dispatching Medicaid transportation providers to ensure that these recipients are delivered to and from their appointments safely, timely, and efficiently, authorizing these transportation services for payment, and providing the Bureau with monthly reports for assurance that these services are being delivered successfully.

Deliverables

The contractor shall perform the daily functions of scheduling for the NEMT Program. This includes all non-emergency non-ambulance transportation for Medicaid recipients to services that are covered by Fee-for-Service Medicaid when those NEMT services are not the responsibility of a Bayou Health Managed Care Organization. Primary tasks include:

General Requirements

The Contractor shall:

- A. Notify DHH in writing of persons authorized to act on behalf of Contractor.
- B. Maintain an adequate staffing level to discharge the Contractor's responsibilities, and provide such information in writing when requested by DHH.
- C. Maintain communication with DHH relative to specified contractual responsibilities; attend periodic meetings with DHH; submit requests to DHH for data or information from the Fiscal Intermediary; Provide a web portal at no cost to approximately 160 transportation providers, which is capable of transmitting trip authorizations daily to the Medicaid Fiscal Intermediary. The Contractor will interface with the fiscal intermediary using SFTP protocol to upload the PA file.
- D. Assume complete responsibility for the cost and timely accomplishment of all contractual responsibilities. Contractor shall provide office space, furniture, equipment, supplies, and staff.
- E. Cooperate fully with any other contractors, consultants, or other parties which may be engaged by DHH, including but not limited to those engaged by the Louisiana Medicaid Program.
- F. Permit access by other parties (upon written request from DHH) to Medicaid files, procedures, and records which may be in the possession of or under the control of the Contractor.
- G. Retain the program documents in the Contractor's central office location.
- H. Produce timely and accurate reports, statistics, and data in a format specified by the Department.
- I. Provide to DHH upon request, at no extra charge, copies of files and documentation including, but not limited to, electronic databases, hard copies of trip authorizations, operations manuals and other documentation essential to the operation of Louisiana Medicaid NEMT scheduling services.

- J. Participate in hearings requested by recipients when issues involve the Contractor, as determined by DHH. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Rules of the Division of Administrative Law.
- K. Attend and prepare documentation for fair hearings, appeals, and related meetings, at no cost to DHH.
- L. Agree to make its employees available as witnesses, without charge, for the state Attorney General Medicaid Fraud Control Unit, and to DHH.
- M. Provide documentation for all enforcement proceedings and hearings.
- N. Cooperate with DHH, or its designee, in implementing new methodologies, rules, policies or procedures associated with prior authorization of Medicaid recipients for NEMT services. Relevant changes shall be discussed with the Contractor prior to implementation, allowing sufficient lead time (30 days) for any necessary changes in the scheduling process.
- O. Perform all duties and/or responsibilities provided for in the contract.

Programmatic Requirements

Verification of Eligibility

- A. The Contractor shall receive all incoming calls requesting NEMT services. The majority of calls originate from recipients, with a limited number originating from medical providers approved by DHH for this function. Certain Non-profit transportation providers are allowed to call the contractor to request scheduling of trips on behalf of recipients; for-profit providers are not allowed to call to request scheduling of trips on behalf of recipients. DHH will notify contractor of which non-profit providers qualify.
- B. The Contractor is responsible for provider payment for any trips scheduled by the Contractor for ineligible persons. The Contractor shall verify the recipient's eligibility regardless of who initiates the request for transportation. The Contractor shall verify eligibility by accessing the Medicaid Management Information System (MMIS) through computers, using the recipient's Medicaid ID number and the recipient's Card Control Number (CCN) or date of birth. If the file is "open" and the recipient is certified in any category other than "Qualified Medicaid Beneficiary" (QMB) or Service Limited Medicare Beneficiary (SLMB), the Contractor shall proceed with the request. (Recipients in the QMB and SLMB categories are not eligible for NEMT services).
- C. If the recipient's Medicaid file is closed, either of two situations may exist: (1) The recipient did not reapply for Medicaid, in which case the request for transportation shall be denied; or (2) the recipient recently reapplied, the application is pending, and the eligibility data is not yet accessible on MMIS, in which case the Contractor shall contact BHSF to verify eligibility. (The Medicaid application process can take up to 45 days, with a possible additional two week delay between the approval of the application and the receipt of the individual's eligibility data in the MMIS file.)
- D. If the Contractor schedules transportation for a Medicaid applicant in pending status and the application is ultimately denied, the Contractor is responsible for the provider payment.
- E. The Contractor shall issue a 10-digit authorization number (PA number) to verify that the service was approved for the transportation provider selected to provide the service; the provider must have this number in order to be reimbursed for the trip. The Contractor issues one PA number for a round trip. The Contractor supplies the number the provider must use. The first letter of the PA number is alphanumeric and the remaining numbers are numeric.

- F. Under the Spend Down Medically Needy Program, recipients are eligible for Medicaid Services for a maximum of three months. The Contractor shall verify the recipient's spend down status by checking the application date and the closure date on the MMIS file or, if necessary, by calling BHSF. The date of certification and the re-determination date will be three months apart, or less than three months. If the date of the request for transportation falls within the period of eligibility, the recipient is eligible for NEMT services.

Determination of Appropriateness of Request

- A. When free transportation is not available to the recipient, payment shall be authorized for the least costly means of transportation available from the following options:
- City or parish public transportation
 - Friends and Family providers, only when the provision of such transportation is identified to be a hardship for the friend or family. This is usually determined to be the case if the trip is over 65 miles roundtrip or the friend or family member must take off of work to provide the services. (Refer to Attachment IV of RFP.)
 - Non-profit transportation providers enrolled in the Medicaid Program
 - For-profit transportation providers enrolled in the Medicaid program
 - Intrastate public conveyance (bus, train, aircraft)
- B. The Contractor shall determine whether the request is for ambulance service. ***Ambulance service is not provided nor scheduled through the NEMT Program.***
- C. The Contractor shall determine whether the purpose of the request is to transport a Medicaid recipient to a medical service which is covered by Medicaid. If the destination is to a non-covered Medicaid service, the Contractor shall deny the request. A list of covered Medicaid services will be provided to the Contractor. Examples of requests which are non-medical and are not covered are trips to pharmacies, Wal-Mart, Food Stamp Offices, WIC sites, housing authority offices, Medicaid and welfare offices.
- D. The Contractor shall advise recipients of the necessity for calling at least 48 hours in advance when requesting transportation.
- E. If a recipient requests same day service, the Contractor shall determine whether there is a need for immediate medical care due to injury or illness, and verify this with the recipient's medical provider. The Contractor shall not, as a matter of course, authorize same day trips for scheduled appointments for predictable or routine medical care; the recipient shall be asked to reschedule the appointment and submit a timely request for transportation.

Other Available Means of Transportation

- A. The Contractor shall interview the recipient to determine whether other sources of transportation are available at no cost to the recipient (such as friends, family members, neighbors, private insurance, community resources, Medicaid providers).
- B. The Contractor shall attempt to determine how the recipient is normally transported to non-medical services and retail stores. The Contractor shall evaluate the information and determine whether the recipient has made reasonable efforts to arrange for free transportation.

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

Attendants and Other Passengers

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

Necessity for Wheelchair

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

Reasonable Proximity

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

treatment at no cost to the Louisiana Medicaid Program. DHH will update this list as necessary.

BHSF will provide contractor assistance in determining when exceptions apply.

- B. If the recipient requests transportation outside of the approved area, and does not qualify for one of the exceptions listed above, the Contractor may authorize payment, but only at the standard rate for transporting the recipient to the nearest available provider. The recipient is responsible for securing agreements with enrolled Friends and Family providers, non-profit providers, or other sources to make the longer trip for the authorized amount of payment.
- C. The Louisiana Department of Health and Hospitals is responsible for arranging and paying for out of area trips and other travel over extended distances.
- D. If the recipient requires assistance in making the arrangements, the Contractor shall assist to the extent possible, but shall inform the recipient that assistance will not be an obligation to provide a greater reimbursement.

Travel Over Extended Distances

- A. When special treatment required by the recipient necessitates travel over extended distances, or when the treatment is not available to the recipient within reasonable proximity of recipient's home, and free transportation is not available, the Contractor shall attempt to negotiate payment for transportation with friends and family providers based on a rate schedule provided by DHH. The Contractor shall authorize payment to enrolled friends and family providers based on the distance to the nearest available medical services.
- B. If the travel is over an extended distance, and is outside of Louisiana, the Contractor shall determine the appropriateness of public conveyances (bus, train, or plane) based on the medical condition of the recipient and the lack of other available transportation. The Contractor shall contact designated staff in the BHSF. (All commercial travel is arranged by BHSF.)

Routine Medical Treatment Scheduled Regularly (Standing Orders)

- A. Non-emergency transportation by for-profit transportation providers or by friends and family providers to regular, predictable, and continuing medical services shall be authorized based on 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 DHH.
- B. These standing order trips shall be paid at the established monthly capitated rate, but will be paid on a per trip basis. A capitated rate shall be authorized for 10 or more trips per month by a recipient to the same provider. An enhanced capitated rate shall be authorized for 16 or more trips per month by a recipient to the same provider. There are multiple enhanced capitated rates. The rate is determined by the number of trips scheduled per month (typically 16-25) by DHH to all providers for that particular recipient.

Enhanced Rates

Rate enhancement is allowed for trips requiring transport of a wheelchair patient, and for transport of recipients in remote or rural areas. When no provider is available at the standard rate, the contractor may negotiate up to \$1.20 per mile without prior approval from DHH. A report of these enhanced rated trips will be provided to DHH each month. Any trip requiring reimbursement at over \$1.20 per mile must receive the approval of the DHH NEMT manager

Prior Authorization Unit (PAU)

- A. Some medical services require prior authorization by the Prior Authorization Unit (PAU) prior to being covered by Louisiana Medicaid. The majority of services for which transportation is provided do not require prior authorization by the PAU. When prior authorization is required, the Contractor shall inform the recipient that the PAU will only accept requests from the recipient's doctor or medical provider. The Contractor shall obtain the approval number from the PAU or the doctor or medical provider prior to scheduling the trip.
- B. Approval from the PAU is required for transportation to physical therapy, occupational therapy, and speech and hearing therapy. Exceptions: (1) Prior authorization for therapy services is not necessary for Medicaid recipients who are also eligible for Medicare; (2) Mental health rehabilitation therapy is authorized through the DHH Office of Behavioral Health;
- C. Approval from the PAU is not required for services provided through EPSDT Health Services at Early Intervention Centers or any Part C agency; however, if EPSDT Health Services are provided by a school board, transportation shall not be authorized, as these services occur during normal school hours and Medicaid does not cover transportation of recipients to school.
- D. Approval from the PAU is required for commercial transportation, for transportation outside the recipient's trade area, and for transportation out of state (unless it is within the trade area). Only the recipient's doctor or medical provider shall submit the request to the PAU; the written request must include all relevant medical data to support and justify the type of transportation requested: recipient's name, ID number, date of birth, SSN, diagnosis, condition (alert, comatose, etc.), need for attendant and type of transportation recommended.

Transport of Recipients in Long Term Care Facilities

- A. Approval for transport from one long term care facility to another is covered only when the recipient is moving to a facility for a higher level of care, or is transferring to a facility in his own community where beds were not originally available.
- B. It is the responsibility of the nursing facility to transport the recipient to routine medical services within reasonable proximity; requests for transportation for nursing facility residents to receive medical treatment outside of the service area may be approved, with authorization from BHSF staff.

Transit Authorities

- A. DHH contracts with the Transit Authority in New Orleans for bus services for NEMT transportation. Contractor shall work with other transit authorities statewide to implement utilization of services for Medicaid. If, in the future, DHH should contract with transit authorities in cities in the Alexandria region, the Lake Charles/Lafayette region, or the Shreveport/Monroe region, the Contractor shall be responsible for carrying out the terms of the contract relative to offering bus service as part of the array of available transportation services at the least costly means.

- B. If DHH contracts with a transit authority, and a recipient requests NEMT services, the Contractor shall determine whether the recipient is required to use bus service. Bus service is required if a recipient resides within reasonable distance of a bus stop, and the medical provider (destination) is within reasonable distance of a bus stop, unless the recipient has an obvious physical or mental impairment, or if a statement from a physician or medical provider attests to the recipient's inability to use bus service due to a medical condition.
- C. When the Contractor determines that Fixed Route bus service is the appropriate means of transportation for a recipient using the criteria below, the Contractor shall enter an indicator into the data base to identify the recipient for future scheduling by bus. DHH shall provide the Contractor with bus tickets, and the Contractor shall be responsible for the timely distribution (normally by mail) to recipients. Louisiana Department of Health & Hospitals purchases the tickets and then DHH Staff submits the confirmation number to the Contractor
- D. To allow time to distribute the bus tickets, recipients are required to provide at least 48 hours' notice for requests for bus tickets, or the Contractor may deny the request.
- E. The furthest distance a Participant may be required to walk to or from a Fixed Route transportation stop is 1/2 of a mile. If Contractor determines that fixed route transportation is an appropriate mode of transportation for a participant, but the participant requests a different mode of transportation, Contractor may require the participant to verify his or her mobility limitations, including, but not limited to, requiring the participant to supply documentation from his or her physician. Contractor shall consider the following when determining whether to allow an exception:
 1. The Participant's ability to travel independently, including the age of the Participant traveling to the medical appointment, and any permanent or temporary debilitating physical or mental condition that precludes use of fixed route transportation;
 2. The availability of fixed route transportation in the participant's area or community, including the accessibility of the location to which the participant is traveling and whether the participant must travel more than 1/2 of a mile to or from the fixed route transportation stop;
 3. Whether inclement weather conditions (including extreme heat and cold) or other pertinent factors make use of fixed route transportation unfeasible;
 4. Whether the fixed route transportation schedule is compatible with the participant's appointment times for the covered medical service. In this instance, "compatible" means that the schedule will allow the participant to arrive at the drop off location no more than 90 minutes prior to the scheduled appointment time, and will allow the participant 45 minutes after the estimated time the appointment will end to arrive at the pick-up location; and
 5. Whether any special needs of the participant require the coordination of services with other providers.

Assignment of Trips

- A. The Contractor shall document whether the provider accepts or declines the assigned trips.
- B. The Contractor and provider shall mutually agree upon a method of communicating trip referrals; if the provider refuses the trip, the Contractor shall immediately schedule the transportation with another provider and/or notify the recipient. When a provider refuses a trip, the Contractor shall assign the trip to another provider, on a rotating basis, and cancel the trip to the first provider.
- C. If a transportation provider fails to pick up a recipient for a scheduled trip, the Contractor shall cancel the authorization for the trip in accordance with NEMT policy.

The Contractor shall monitor trips assigned to smaller providers (with fewer vehicles), so that the providers will not be over-booked.

- D.** DHH shall provide the Contractor with a current listing of enrolled NEMT providers in each region, by parish, when the contract is awarded. Updates to the list will be provided to the contractor as needed. The Contractor provides the assignment of trips in PDF format through a web portal provided by the Contractor.

Recipient Education Plan

- A.** The Contractor shall develop and implement a plan for informing and educating recipients about the NEMT Program. Contractor shall also provide written and oral information to adequately educate recipients, long-term care facilities, local human service agencies, NEMT providers, and providers in the State.
- B.** 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. At least thirty (30) days prior to the Recipient Education Plan implementation date, Contractor shall mail, by first class mail and at Contractor's expense, written materials to inform and educate recipients about the NEMT Program. All written materials developed by the Contractor shall require BHSF prior approval. DHH will provide the Contractor with a list of the recipients designated to receive the Recipient Education Plan.

Complaints

- A.** The Contractor shall investigate all incoming complaints from recipients and providers within 20 days of receipt. The Contractor shall obtain factual information about the complaint from appropriate sources (the recipient, the transportation provider, the medical provider, etc.) and, depending on the severity of the complaint, attempt to resolve the complaint by altering the schedule or by other means. An urgent complaint is non-life threatening and can be answered within a specified time frame. An emergency complaint is life threatening and may require additional assistance from DHH administration. If the complaint is beyond the control of the Contractor, the Contractor shall forward the findings to DHH (Attn: Project Monitor) for further investigation. Contractor's responsibilities include:
1. Establishment and maintenance of procedures for handling complaints regarding scheduling of NEMT services.
 2. Investigation and maintenance of written documentation of all complaints and findings, to be made available to DHH or its designee for review, subject to audit by DHH, CMS, Office of the Inspector General, and any others, as deemed necessary by DHH. Procedures shall include but not be limited to:
 - Written response to any complaint received by or referred to Contractor by DHH, within 20 days of receipt.
 - Written response to any complaint classified as "urgent" by DHH, within 10 days of receipt.
 - Written response to any complaint classified as "emergency" by DHH, within 48 hours of receipt
- B.** The Contractor shall establish and maintain corrective action plans addressing findings resulting from complaints, DHH 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 DHH and/or CMS. In no instance shall the Contractor be given less than 10 days to initiate corrective action.

Surveys of Recipients and Providers

The Contractor shall conduct periodic surveys of recipients and medical providers to determine their perception of the quality of the services and to monitor recipient and provider abuse of the NEMT Program.

Recipient Surveys

1. The Contractor shall conduct periodic surveys of recipients for whom NEMT services were authorized. DHH, at its discretion, may specify the distribution and size of the sample.
2. Sample size shall be approximately 100 per quarter by telephone. Surveys shall be performed by the Contractor either on a cold call basis or during the actual scheduling of transportation for a recipient who is known to the Contractor as a regular requestor of services.
3. Surveys shall address the following:
 - Confirmation of scheduled trip
 - Courtesy of driver
 - Driver assistance when required
 - Overall behavior of driver
 - Safe operation of vehicle by driver
 - Condition, comfort, and convenience of vehicle
 - Punctuality of service

Medical Provider Surveys

1. The Contractor shall conduct periodic surveys of recipients and medical providers to whom recipients were transported to determine whether appointments were actually scheduled, whether the recipient was seen at the designated time, and whether the appointment was medically necessary. Sample size shall be a minimum of 100 per quarter by telephone, as follows: at least 50 calls prior to recipients' appointments, to confirm that appointments were scheduled, and at least 50 calls after recipients' appointments, to confirm that the services were actually provided.
2. For each operation quarter, the Contractor shall submit to the Medicaid Transportation Manager a quarterly summary report of recipient and provider surveys, by the tenth day of the following month. Format of the report is to be prior approved by the Department.
3. Failure to complete these surveys or provide the reports may result in liquidated damages as detailed in Attachment VI of RFP.

Records/Reporting

- A. The Contractor shall record the authorization data in a computerized format, including PA number, name of recipient, Medicaid ID number, date of birth, pick-up address and phone number, date of request, name and phone number of person requesting transportation, procedure code, reimbursement rate, date and time of appointment, name and address of medical provider to which transportation is requested.
- B. The procedure code is the code that the NEMT providers use to bill for payment for services rendered through the fiscal intermediary. DHH provides the procedure codes.
- C. The Contractor shall maintain a daily log of all calls received and trips scheduled. The log shall be in a computerized format and shall be available both electronically and in hard

copy. Approved transportation requests shall be logged by PA number. (Refer to Sample Trip Logs in Attachment I of RFP.)

- D. In order to receive reimbursement for services provided during each operating month, the Contractor shall submit to DHH a summary report by the tenth day of the following month. Monthly summary reports shall be generated from the Contractor's database, in uniform format, the specifics of which will be provided after contract award. All reports shall be provided in both hard-copy and electronic formats in Microsoft Excel.
- E. The current Contractor backs up the information to its server nightly. The information is backed up to another computer in synced format. DHH and the selected Contractor will negotiate on the format that will use to back up data.
- F. Monthly summary reports shall include, but not be limited to:
 - Number of calls received requesting transportation, differentiating original requests for transportation from follow-up requests (calls regarding confirmations of trips scheduled, complaints, etc.),
 - Number of trips scheduled, by region, by parish of origin
 - Number of trips denied, by region, by parish of origin
 - Number of trips assigned to each provider, by region, by parish of origin
 - Number of authorized bus tickets, by region, by parish of origin
 - Number of pending applicants who received transportation services but were subsequently declared ineligible for Medicaid, by region, by parish of origin.
 - Number of recipient "no shows" (of which Contractor is aware) within standards for pick-up time, by region, by parish of origin
 - Number, nature, and disposition of all complaints filed, by region, by parish of origin
 - Failure to provide these reports within the specified time frames may result in liquidated damages as detailed in Attachment VI of RFP.

Operations Requirements

Call Center

- A. The Contractor shall provide scheduling services for Medicaid non-emergency, non-ambulance medical transportation 365 days a year. The Contractor shall be available for scheduling from 6:00 a.m. to 6:00 p.m. CST., Monday through Friday, and on weekends and holidays. Holiday schedules are to be identical to the declared holidays of the Department's Fiscal Intermediary. Provisions for telephone coverage on weekends and holidays are outlined in the next paragraph.
- B. The Contractor shall provide assistance, toll-free on the weekends, holidays, and 24 hours per day service for transportation providers requesting PA numbers for unscheduled trips which occur on short notice on weekends and holidays. (Example: recipient released without notice from a hospital or a recipient that goes to an emergency room in a non-emergent situation and must be transported to an alternative provider). The Contractor may arrange for weekend/holiday coverage through a designated toll-free telephone number for weekends/holidays, a beeper/pager, or other means. Access to MMIS is not available on weekends and holidays. DHH has arranged for access to eligibility information via Internet.

Staffing Requirements/Qualifications

- A. The Contractor shall be responsible for hiring staff with the necessary technical knowledge and skills to effectively maintain and utilize PCs, as well as wide-area network or modem connections to the Fiscal Intermediary mainframe. Operators must have concurrent access to MMIS and recipient files.
- B. DHH shall provide no staff assistance, office equipment or office space for the Contractor.

Telephone Lines

- A. The Contractor shall assure telephone coverage that is capable of handling 25,000-35,000 calls received on a monthly basis for minimum number of telephone lines required for the state, in a roll-over format, toll free for incoming long distance calls. The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services. A full description of the system to be used shall be included in the proposal.
- B. The telephone lines shall be dedicated for incoming transportation requests (at minimum) between 6:00 a.m. and 6:00 p.m. CST, Monday through Friday. Toll-free 24 hour telephone service is required to accommodate scheduling for next day (when possible), and to arrange transportation when a recipient has been stranded at a medical appointment. The Contractor shall provide toll-free weekend and holiday 24 hours per day service for transportation providers requesting PA numbers for unscheduled trips which occur on short notice on weekends and holidays.
- C. Separate telephone lines must be available from 6:00 a.m. to 6:00 p.m. CST. Monday through Friday, as needed, to survey clients and providers. The Contractor shall provide a separate telephone line for personal calls and other uses. During the course of the contract, DHH may require the Contractor to increase the number of telephone lines, depending on demand. Separate office numbers are also required for access by DHH and the transportation providers.
- D. The Contractor's computer system shall be capable of performing the following functions for daily operations and for DHH audit and billing purposes:
 - Recording of recipient's trip information
 - Storage of data in a designated data base format
 - Daily back-up of database
 - Assignment of an unduplicated 10 digit PA number for each authorized trip
 - Generation of hard copies of data for each authorized trip
 - Electronic transmission of authorization data to the Fiscal Intermediary in format specified in Attachment VI.
 - Electronic transmission of authorizations to selected providers or their designed third party billing vendor.
 - Extraction of data by recipient ID number for creation of history file of approvals for (at minimum) a 12 month period
 - 12-month retention of all files
- E. The Contractor shall be responsible for all programming functions and costs associated with the maintenance of the database as well as costs associated with transmission of authorizations to the Fiscal Intermediary and to transportation providers.
- F. The Contractor shall submit to each NEMT provider, or their designated third party billing vendor, in a timely manner and on a daily basis a list of authorized trips assigned to the provider, with complete trip information and corresponding PA number. The daily transmission of trip information from the Contractor to the providers may be accomplished by fax, modem, or telephone, depending on the capability of the provider, or the provider may pick-up the hard copies. The modem is the preferable means of transmission.

Office Location

- A. DHH will allow only one site for a Contractor. The Contractor must have an office located within the State of Louisiana
- B. The purpose is for the Contractor to have a physical presence within the state for conducting business with Medicaid enrollees, transportation providers, and NEMT Program Office staff. This will also enable the Contractor to perform these contract requirements:

1. Participate in hearings requested by recipients when issues involve the Contractor, as determined by the Department of Health and Hospitals, NEMT Program Office. Hearings shall be conducted in accordance with guidelines, rules, and regulations established by the Rules of the Louisiana Division of Administrative Law.
2. Attend and prepare documentation for fair hearings, appeals, and related meetings, at no cost to the Department of Health and Hospitals, NEMT Program Office.
3. Agree to make its employees available as witnesses, without charge, for the state Attorney General Medicaid Fraud Control Unit, and to the Department of Health and Hospitals, NEMT Program Office.
4. Provide documentation for all enforcement proceedings and hearings.

Reporting Requirements

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

1. A system in place, written policies and procedures, and internal controls documented, for establishing and maintaining current and archived provider and contractor files in a secure and confidential manner as required by federal and state rules and regulations (e.g., meet any applicable HIPAA requirements).
2. A functional disaster recovery plan in place and documented for electronic and hard copy files. This plan will include a description of hardware backup if management information systems are disabled, and the process to allow for the continuation of budget allowance disbursements and would ensure the rapid return to limited operation, including at a minimum:
 - The accuracy of software and data at return to operation.
 - The ability to return to full capacity as soon as possible.
 - The storage of data in multiple data centers to address fault tolerance of a single facility.
 - The server should be designed to employ a method of redundancy for operational integrity and production.
 - All workstations attached to the network should have sufficient processing capability to be used interchangeably and should be able to backup one another until repair or replacement can be affected on a failed workstation.
3. A system in place, written policies and procedures, and internal controls documented for testing and updating the disaster recovery plan for electronic and hard copy files.

Transition Plan

1. Upon notification of award, the Contractor must work with MVA/Health Standards Section HSS to ensure connectivity of all information technology systems and to make adjustments to any of the Contractor's business operations necessary to implement the services described in this RFP.
2. The Contractor must complete an implementation plan that includes all tasks, action steps, timelines, and responsible parties for all requirements contained in this RFP by the deadline of the proposal submittal date.
3. The Contractor must submit a comprehensive policies and procedure manual to MVA at least 30 days prior to the start of the contract and incorporate modifications required by MVA within 10 business days of notification.
4. The Contractor must review the manual within 30 days following the start of the contract for modifications. The policies and procedures manual must be reviewed at

least on an annual basis, or as needed, to determine any revisions needed. The manual must be approved by MVA prior to implementation or revision.

5. The Contractor shall be liable for all contract responsibilities incurred up to the date of termination of contract.
6. The Contractor will develop a turnover plan within 180 days of award, acceptable to MVA in its sole discretion. The turnover plan and any modification or updates must be prior approved by MVA. The turnover plan must be updated at least annually. The objective of the turnover plan is to provide for an orderly and controlled transition of the contractor's responsibilities to a successor contractor at the conclusion of the contract period.

Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, liquidated damages may be assessed as detailed in Attachment VI of RFP. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, DHH may reassert the assessment of liquidated damages, even following contract termination.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

Independent Assurances

1. The State of Louisiana, DHH/MVA will also require the Contractor and/or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. When required by the state the contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV&V), and other internal project/program reviews and audits.

2. These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and includes a detailed description of the audit firm's tests of the operating effectiveness of controls.
3. The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. When required by Office of Public Health, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State. If cost of the audit is to be borne by the Contractor, it was included in the response to the RFP.

Performance Measures

The Contractor shall:

1. Successful implementation of a prior authorization system for the Bureau of Health Services Financing's statewide Non-Emergency Medical Transportation (NEMT) Program by October 1, 2014.
2. Reports for each month shall be received electronically by 15th of each month. Monthly reports include but are not limited to:
 - a. Call Center Quality Assurance
 - i. Average On Hold Time shall be less than 2 minutes each day
 - ii. Average Daily Call Abandonment Rate shall be less than 9%
 - iii. Customer Satisfaction shall be greater than or equal to 95%
 - b. Trips Authorized, by Parish, by Provider
 - c. Pick Up and Delivery Performance
 - d. Denials, Cancellations, and No-Shows
 - e. Special Rated Trips
 - f. Complaints and Resolutions (to include resolutions? If so, please add)
 - g. Recipient eligibility
3. 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:
 - a. Recipient satisfaction
 - b. Medical Provider satisfaction
 - c. Post Transportation Validation- Attendance Verification
4. Reports due annually shall be received electronically by the end of the first month to follow the end of the contract year. A planning document for each should be provided to the Bureau by November 30, 2014. Annual reports include but are not limited to:
 - a. Quality Improvement Initiatives
 - b. Emergency Management Plan
5. Systems Performance
 - a. Exchange all required files with the Medicaid fiscal intermediary

Monitoring

The DHH contract monitor shall:

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

Contract monitoring will be at the direction of the Medicaid Deputy Director of Healthcare Delivery Systems or their designee:

Mary Johnson
Medicaid Deputy Director
Department of Health and Hospitals
Bureau of Health Services Financing
628 North 4th St.
Baton Rouge, LA 70821
Phone: (225) 342-1304
Email: mary.johnson@la.gov

Contract Amounts and Terms of Payment

Contract Amounts:

The contract amounts are based on the projected service populations eligible to receive NEMT services under Fee for Service Medicaid, in each contract year, times the monthly capitation rate per eligible member.

Contract phase 1 October 1, 2014 to January 31, 2015			
Service Population Description	Anticipated Service Population	Monthly Rate Per Eligible Member	Maximum Contract Amount
Population 1- Full Medicaid FFS	841,000	.14	\$117,740
Population 2- Prepaid MCOs	412,000	.09	\$37,080
Population 3- Family Planning	77,000	.09	\$6,930
Total Phase 1 per month			\$161,750
			x4 months
Phase 1 Total			\$647,000

Contract phase 2 February 1, 2015 to January 31, 2016			
Service Population Description	Anticipated Service Population	Monthly Rate Per Eligible Member	Maximum Contract Amount
Population 1- Full Medicaid FFS	357,000	.19	\$67,830
Population 3- Family Planning	77,000	.09	\$6,930
Total Phase 2 per month			\$74,760
			x12 months
Phase 2 Total			\$897,120

Contract phase 3 February 1, 2016 to January 31, 2017			
Service Population Description	Anticipated Service Population	Monthly Rate Per Eligible Member	Maximum Contract Amount
Population 1- Full Medicaid FFS	357,000	.20	\$71,400
Population 3- Family Planning	77,000	.09	\$6,930
Total Phase 3 per month			\$78,330
			x12 months
Phase 3 Total			\$939,960

Contract phase 4 February 1, 2017 to September 30, 2017			
Service Population Description	Anticipated Service Population	Monthly Rate Per Eligible Member	Maximum Contract Amount
Population 1- Full Medicaid FFS	357,000	.21	\$74,970
Population 3- Family Planning	77,000	.09	\$6,930
Total Phase 4 per month			\$81,900
			x8 months
Phase 4 Total			\$655,200

3 year Contract Total		\$3,139,280
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Minimum Monthly Base Rate:

In order to maintain adequate funding to meet contractual requirements, payment to the contractor shall not be reduced to less than \$49,982 per month.

DHH reserves the right to re-negotiate the above rates:

- a. If a result of federal or state budget reductions or increases;
- b. If due to the inclusion or removal of a Medicaid covered service(s) not incorporated in the above service populations or monthly capitation rates;
- c. If federal or state policy changes result in the inclusion or removal of Medicaid NEMT service populations not incorporated in existing rate calculations; or
- d. In order to comply with federal requirements.

Terms of Payment:

1. DHH shall make monthly payments for each member eligible for transportation services under Fee for Service Medicaid as of the first day of each month. The number of members eligible for transportation shall be determined by Contractor based on eligibility records provided by the Medicaid Fiscal Intermediary. The number of eligible members shall be included on the invoice and shall be subject to review and approval by DHH prior to payment.
2. DHH shall issue payment within thirty (30) days of the date of receipt of the invoice unless additional documentation is requested from the contractor. If DHH requires additional documentation, it shall be requested within fifteen (15) days from date of receipt of the invoice. If the additional submitted documentation is satisfactory, payment shall be made within thirty (30) days from the date of receipt of the documentation. If unsatisfactory, the Contractor must be notified of additional data needed within fifteen (15) days of receipt of documentation.

Effective Date of Enrollment

Enrollment of members in a given month will be effective at 12:01AM on the first (1st) calendar day of the month of Medicaid eligibility.

Retainage

The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount shall be released on an annual basis. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

Attachment D
Standard Provisions

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
STANDARD PROVISIONS FOR BUREAU OF HEALTH SERVICES FINANCING
(MEDICAL VENDOR ADMINISTRATION) CONTRACTS

1. Contractor cannot remove key personnel from the contract without prior written approval from the appropriate Section Chief, Deputy Director or Medicaid Director.
2. Bankruptcy – The contract is subject to termination upon the filing of a petition in bankruptcy by or against the contractor, unless such petition shall have been dismissed within thirty days of said filing.
3. Force Majeure – The contractor is excused from performance under contract for any period if it is prevented from performance by an Act of God, strike, war, civil disturbance, epidemic, or court order.
4. Anti-Kickback Provision – The contractor hereby agrees to adhere to the mandates of the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he or she is otherwise entitled.
5. Compliance with Clean Air and Water Acts – The contractor shall adhere to the provisions which require compliance with applicable standards, orders or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, which prohibit the use under non-exempt Federal contracts, grants or loans, of facilities included on the EPA List of Violating Facilities.
6. Compliance with Energy Policy Conservation Act – The contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (P.L. 94-14).
7. The Louisiana Department of Health and Hospitals and its agency will be the sole judges of the acceptability of all services delivered under the contract.
8. The Louisiana Department of Health and Hospitals shall have the right to free and uninhibited access to the contractor's premises to inspect, monitor, or evaluate the work being performed. Further, the Department shall have the right to such access without prior notice to the contractor.
9. Emergency Preparedness Plans – Contractor is required to submit an Emergency Preparedness Plan to the DHH Bureau of Health Services Financing for review in accordance with: National Security Presidential Directive #51 & Homeland Security Presidential Directive #20 Implementation Actions (10): Continuity of Operations Plans (COOP) should be integrated with the emergency plans and capabilities of the State, local territorial, tribal governments, and private sector owners and operators, as appropriate, in order to promote interoperability and to prevent redundancies and conflicting lines of authority. State government shall coordinate the integration of continuity plans with local and private sector owners and operators in order to provide for the delivery of essential services during an emergency. 44CFR 300.1(b) Disaster assistance plans identify tasks needed to deliver disaster assistance and to avoid, reduce, or mitigate natural hazards; and provide for adequate training of personnel in their disaster or mitigation assignments; and 44CFR 206.3 (b) Encourages the development of a comprehensive disaster preparedness and assistance plan, program, capability, and organization with the state and local governments.

Attachment E
Additional Provisions

1. **Order of Precedence:** The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
2. **Entire Agreement:** This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

Exhibit 1

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

LOUISIANA CONTRACT


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

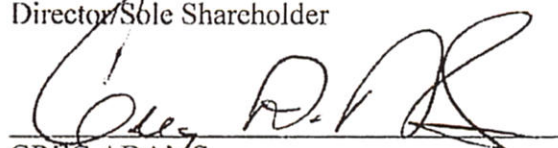
WHEREAS, the Board of Directors has determined that it is in the best interests of the Corporation and its shareholders to enter into a contract for services with the State of Louisiana;

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

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

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


STEVE R. ADAMS
Director/Sole Shareholder


GREG ADAMS
Director

Bobby Jindal
GOVERNOR



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

Kathy Kliebert
SECRETARY

Exhibit 2

August 27, 2014

Ms. Pamela Rice, Esq., Director
Office of Contractual Review, Division of Administration
P.O. Box 94095 Capital Annex – Room 207
Baton Rouge, Louisiana 70804-9095

RE: Request for Multi-Year Contract

Dear Ms. Rice:

The Department of Health and Hospitals' Bureau of Health Services Financing seeks to enter into a three-year contract with Southeastrans, Inc. to provide transportation services to eligible Medicaid recipients. The department requests your approval to enter into the contract, understanding that payment for subsequent fiscal years shall be subject to the availability of funds.

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

Should you need further information, please contact me via telephone at (225) 342-3426 or via e-mail at mary.johnson@la.gov.

Sincerely,

A handwritten signature in cursive script, reading "Mary T. C. Johnson", followed by a long horizontal line.

Mary T. C. Johnson
Medicaid Deputy Director



Business Continuity/ Emergency Management Plan

Last Revision Date: August 25, 2014

Southeastrans Business Continuity and Disaster Recovery Plan

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

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

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

Southeastrans periodically tests all call center rollover and disaster recovery procedures. A full disaster recovery plan review and exercise/drill is conducted annually, as required by contract.

Disaster or Catastrophic Procedures

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

1. Southeastrans' Call Center, administrative offices and NOC are located in a secure building that has 24-hour security, requires electronic key access after business hours, with a security-monitored gated entry.
2. Important records, back-up disks and tapes are secured in locked office spaces inside fireproof safes and/or filing cabinets.
3. Southeastrans' Call Center and administrative offices have smoke and heat detectors, sprinkler systems and portable clean-agent fire extinguishers. In addition, emergency procedures are posted and employees are provided with instructions regarding the proper response to smoke or fire emergencies.

4. The network database and domain servers are connected to powerful Uninterruptible Power Supplies (UPS) that are automatically activated in the event of a loss of electrical power. This allows the servers to run for a limited period of time while we activate an Emergency Plan of Action to re-route telephone and communications traffic. It also allows the servers to be shut down in a controlled manner which reduces the possibility of data loss.
5. Southeastrans has fault-tolerant computer servers working on our network. These computers are installed with multiple hard drives that are formatted with various Raid Level configurations. In the event that one hard drive fails, a spare hard drive is automatically activated and the data is re-written across this drive as well. All of this is done with no human interaction, which reduces the risk of data loss due to hard drive failure.
6. Southeastrans utilizes a sophisticated Avaya telephony platform and phone system at our Call Centers. The telephone lines are routed through multiple incoming telephone circuits (or PRI's) instead of one or even multiple copper telephone wires, creating less potential for complete failure due to line outages.
7. In the event of sustained power failure or other catastrophic event in the Georgia Call center, all calls will be immediately directed to our Tennessee Call Center to assure uninterrupted processing of transportation service requests. The transfer of calls between Georgia and Tennessee is a seamless operation that allows for complete redundancy of both Call Center operations.
8. All member and dispatch database records are backed up once every hour to a different server on the network. In addition, the database is automatically backed up to a stand-alone terabyte storage drive as well as two separate servers on the network every night. In the event of a major disaster at our Call Center, these databases can be restored at one of our regional offices, which can be converted to a temporary Call Center while the disaster is assessed and other arrangements are made. The backup of data on SQL servers is accomplished using three separate and complete methods to reduce the risk of data loss due to system failure.

These procedures are frequently reviewed and updated to include new technology to further enhance the continuity of operations and reduce downtime associated with disasters or catastrophic events.

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

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

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

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

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

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

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

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


Member and NET Provider Alerts and Notices

In the event of a predicted severe weather evacuation or other significant alteration in the normal delivery of NET services due to a catastrophic event, Southeastrans will communicate essential information to members, NET Providers, and/or healthcare providers in one or more of the following manners:

1. Recorded messages on the call center auto-pilot system with instructions regarding evacuations and other changes to normal NET operations.
2. Post messages and information on the Southeastrans website at www.southeastrans.com.
3. Mass email notifications to authorized NET Providers with essential information or instructions.
4. Automated out-bound dialer messages to members and/or healthcare providers in the targeted impact areas.
5. Call center agents will contact members with scheduled trips to provide notice regarding changes in service delivery or evacuation instructions.
6. Southeastrans management staff will participate with DHH and other State agencies regarding the coordination of NET Services in evacuation planning and implementation.



This plan will be reviewed annually and revised as necessary to assure optimal performance and compliance with the DHH contract.

	<u>President/CEO</u>	<u>08/25/2014</u>
Approval Signature	Title	Date

Bobby Jindal
GOVERNOR



State of Louisiana
Department of Health and Hospitals
Office of Public Health

Kathy H. Kliebert
INTERIM SECRETARY

Exhibit 4
Out of state justification

Ms. Pamela Bartfay Rice
Interim Director
Office of Contractual Review
Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

September 3, 2014

RE: Out of State Justification for Contract with Southeastrans, Inc (CFMS# 732053)

Dear Ms. Rice:

The above referenced contract with Southeastrans, Inc. for the purpose of providing Non-Emergency Medical Transportation (NEMT) services for the Louisiana Medicaid Program was awarded on a competitive basis through a statewide RFP process and covers the period October 1, 2014 through September 30, 2017. The contractor was selected after an extensive review of the proposal submitted in response to the RFP for qualification, experience and organizational strength to carry out the proposed activities.

The contractor has demonstrated its capacity and experience in providing these services.

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

Your approval of this contract is appreciated. Thank you for your attention to this matter. If you have any further questions or concerns regarding the contract, please contact me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Jode M. Burkett".

Jode M. Burkett
Program Manager, Medicaid NEMT
(225) 938-7590

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



08/29/2014

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

ONLINE FILING
balexander@southeastrans.com

SOUTHEASTRANS, INC.

It has been a pleasure to approve and place on file your application for certificate of authority. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

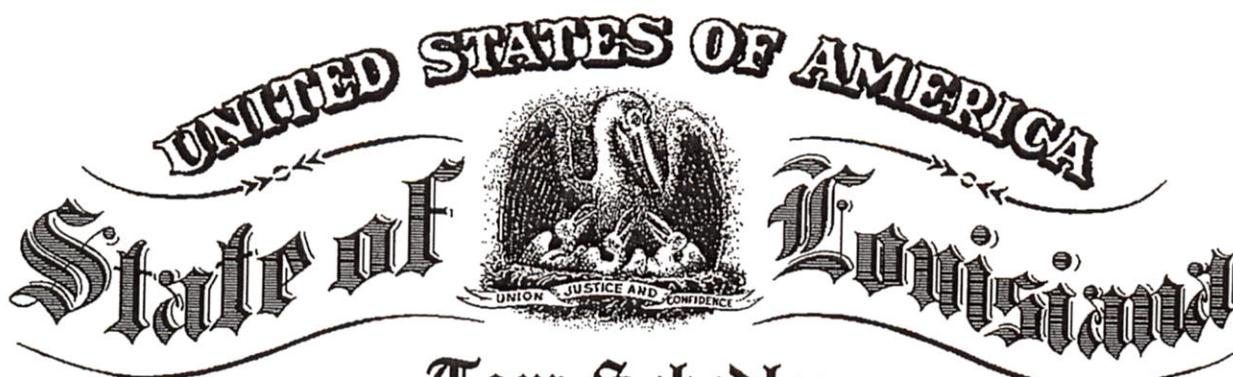
The passage of Act 944 of the 1991 Regular Session of the Louisiana Legislature requires all for-profit corporations to file a Disclosure of Ownership Affidavit with the Secretary of State's office before contracting with state government. Non-profit corporations, and for-profit corporations whose stock is publicly traded are exempt.

Forms may be obtained by contacting this office at the above telephone number, by writing to the below address, or from our web site. A stamped copy of this form will be returned to you and must then be forwarded to the appropriate state agency.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division
WEB



Tom Schedler

SECRETARY OF STATE

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

the Application Form for Certificate of Authority of

SOUTHEASTTRANS, INC.

Domiciled at ATLANTA, GEORGIA,

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

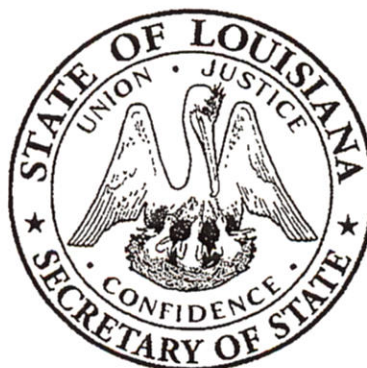
Thus authorizing the corporation to exercise the same powers, rights and privileges accorded similar domestic corporations, subject to the provisions of R. S. 1950, Title 12, Chapter 3, and other applicable laws.

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

August 29, 2014

Secretary of State

WEB 41625752F



Certificate ID: 10523177#TLJ62

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



August 29, 2014

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

The attached document of SOUTHEASTTRANS, INC. was received and filed on August 29, 2014.

WEB 41625752F

**APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA
(R.S. 12:304)**

This corporation is for: BUSINESS

1. The name of this corporation is: SOUTHEASTTRANS, INC.

2. Previous Name: N/A

3. Principal office address in state or country of incorporation:

4751 BEST ROAD, SUITE 300
ATLANTA, GA 30337

4. Federal tax identification number (optional):

5. Principal business office address:

4751 BEST ROAD, SUITE 300
ATLANTA, GA 30337

6. Principal business establishment in Louisiana:

8032 SUMMA AVENUE, SUITE C
BATON ROUGE, LA 70809

7. Registered office address in Louisiana:

3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA 70816

8. Registered agent's name and address in Louisiana:

INCORP SERVICES, INC.
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA 70816

9. Nature of business to be transacted in Louisiana (optional):

10. Names and addresses of directors and officers:

STEVE ADAMS (President)
4751 BEST ROAD, SUITE 300
ATLANTA, GA 30337

BENJIE ALEXANDER (Secretary)
4751 BEST ROAD, SUITE 300
ATLANTA, GA 30337

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

By typing my name below, I hereby certify that I am an officer.

Electronic Signature: BENJIE R. ALEXANDER (8/28/2014)

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER : 0004654
DATE INC/AUTH/FILED : January 27, 2000
JURISDICTION : Georgia
PRINT DATE : August 28, 2014

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

SOUTHEASTTRANS, INC.
A Domestic For-Profit Corporation

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



B. P. Kemp

Brian P. Kemp
Secretary of State

Tracking #: S8X8Mmb9

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 41625752F

Charter Name: SOUTHEASTTRANS, INC.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded **Agent(s)**

08/29/2014 INCORP SERVICES, INC.

Agent(s) Electronic Signature

HEATHER NEE ON BEHALF OF INCORP
SERVICES, INC.

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



08/29/2014

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

ONLINE FILING
baalexander@southeastrans.com

SOUTHEASTRANS, INC.

It has been a pleasure to approve and place on file your disclosure of ownership. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division
WEB

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



August 29, 2014

COMMERCIAL DIVISION
225.925.4704

Administrative Services

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WEB 41625752F