

LOUISIANA



*MANAGEMENT OF A MEDICAID PRIOR AUTHORIZATION SYSTEM FOR
NON-EMERGENCY, NON AMBULANCE MEDICAL TRANSPORTATION*

BUREAU OF HEALTH SERVICES FINANCING
OFFICE OF MANGEMENT AND FINANCE
OF HEALTH AND DEPARTMENT HOSPITALS

RFP # 305PUR-DHHRFP-NEMT-2014-MVA
Proposal Due Date/Time: 4:00pm CST July 7, 2014

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Glossary

BHSF: Bureau of Health Services Financing

Capitated Trip: reoccurring, periodic appointments to the same facility 10 or more times

Department or DHH: Department of Health and Hospitals

MT-3: Recipient Verification of Medical Transportation Form that a trip was performed

Must: Denotes a mandatory requirement

MVA: Medical Vendor Administration

NEMT: Non-Emergency Medical Transportation

NEMT Broker Plan: A company contracted to provide dispatch services to Medicaid clients.

Original: Denotes must be signed in ink

PAU: Prior Authorization Unit

QMB: Qualified Medicare Beneficiary

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Region: One of the nine DHH administrative regions within the State of Louisiana, as shown on the map in Attachment VII.

RFP: Request for proposals

Ride-A-Long: A DHH mandated monitoring inspection of transportation providers, along with staff of the Transportation Dispatch Office, which includes but not limited to, vehicle inspection, file review, and client surveys.

SFTP: Secured File Transfer Protocol

Shall: Denotes a mandatory requirement

Should, May, Can: Denotes a preference, but not a mandatory requirement

SLMB: Service Limited Medicare Beneficiary

TDO: Transportation Dispatch Office

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The Bureau of Health Services Financing (BHSF), by combination of State and Federal funds, makes payment for medical services rendered by enrolled providers to eligible recipients. The Program's benefits are designed to be in compliance with Title XIX of the Social Security Act of 1965. BHSF includes Medicaid of Louisiana (Title XIX), as authorized by the Social Security Act and amendments, State-funded medical categories authorized by the Louisiana legislature and Licensing and Certification. Medicaid of Louisiana provides medically necessary care and services to:
 - Recipients of Family Independence Temporary Assistance Program (FITAP);
 - Recipients of Supplemental Security Income;
 - Aged, Blind or Disabled Individuals eligible for medical assistance only;
 - Children placed in Foster Care;
 - Children eligible through the Division of Youth Services;
 - Children Voluntarily placed in Child Care Institutions; and
 - Refugees whose income and resources are insufficient to meet the cost of necessary medical services.
5. Medicaid eligibility functions as a whole are administered by Eligibility Operations staff in the regional and local offices of the Bureau of Health Services Financing, as well as those stationed at the state charity hospitals and the larger parish health units.
6. Molina Information Systems LLC is the current Fiscal Intermediary for the Louisiana Medicaid program. The major responsibilities of the Fiscal Intermediary are claims processing, provider relations, medical review, prior authorization, pre-certification, claims resolution and surveillance and utilization review. The Prior Authorization Unit (PAU) at the Fiscal Intermediary is responsible for authorizing aircraft transportation, out-of-state transportation outside of the trade area, and oversight of payments of the Friends and Family Program Providers and all Medicaid billing. The Contractor shall interface with the Fiscal Intermediary to transmit authorizations for NEMT services in accordance with DHH policy outlined in this RFP.

B. Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified proposers that provide notice and information regarding procurement of scheduling services for non-emergency, non-ambulance medical transportation for Medicaid recipients in the State of Louisiana. The Contractor shall be provided programmatic assistance from the Bureau of Health Services Financing and from the Medicaid Fiscal Intermediary.

C. Invitation to Propose

DHH/BHSF/Benefits & Services Section is inviting qualified proposers to submit proposals for services to provide scheduling and prior authorization of Non-Emergency Medical Transportation (NEMT) Services in accordance with the specifications and conditions set forth herein.

D. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Mary Fuentes

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4th Street, 5th Floor

Baton Rouge, LA 70802

Email: Mary.Fuentes@LA.GOV

Fax: (225)342-9046

2. All communications relating to this RFP must be directed to the DHH RFP Coordinator person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.
3. This RFP is available in pdf at the following web links:
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

B. Proposer Inquiries

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

C. Non-Mandatory On-site Pre-Proposal Conference

There will be a pre-proposal conference. It is a non-mandatory requirement, but strongly encouraged, that proposers who intend to submit a response to the RFP attend the pre-proposal conference.

1. The mandatory pre-proposal conference will be held on the date and time listed on the Schedule of Events. Prospective proposers are required to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

Bienville Building

628 North 4th Street

Baton Rouge, LA 70821

FLOOR # 1 ROOM # 173

2. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

and may also be posted at:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

D. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	Monday June 2, 2014
Non- Mandatory Pre-Proposal Conference	Tuesday June 10, 2014, 9:00 AM- 11:00 AM
Deadline for Receipt of Written Questions	Friday June 13, 2014
Response to Written Questions	Thursday June 19, 2014
Deadline for Receipt of Written Proposal	4:00pm CST Monday July 7, 2014
Proposal Evaluation Begins	Tuesday July 8, 2014
Contract Award Announced	Wednesday July 16, 2014
Contract Negotiations Begin	Thursday July 17, 2014
Contract Begins	October 1, 2014

III. SCOPE OF WORK

A. Project Overview

The mission of the Non-Emergency Medical Transportation (NEMT) program is to improve access to covered medical services for persons eligible for the Medicaid program. The objectives of the NEMT program are to ensure that transportation services made available through the program are:

- similar in scope and duration throughout the state
- consistent with the best interests of the state's Medicaid recipients
- prompt, cost-effective, and efficient

These services are available to individuals eligible for Medicaid when these persons have demonstrated that they have no other means of transportation to utilize in accessing medical assistance. NEMT services are those that are not needed within 48 hours from the request for services.

Through this RFP, the Department intends to contract for management of a transportation provider enrolled in the Medicaid Program.

DHH reserves the right to amend the contract when there are changes to the population served to include but not limited to an increase or decrease of members or any change to the scope of services covered under Fee-for-Service Medicaid

B. Deliverables

The contractor will 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: (1) receipt of incoming calls requesting services; (2) verification of client eligibility; (3) interview and/or discussion with recipient/caller to determine validity and appropriateness of request (i.e., confirming that the trip is for non-emergency services which are covered by Medicaid, within reasonable proximity to recipient's home, and no other sources of transportation are available (at no cost) to the recipient); (4) authorization of payment for least costly means of transportation available; (5) generation of reports; (6) attending monthly contractor performance meetings with DHH Program Manager; and (7) performing quarterly ride-a-longs with DHH Staff throughout the State at the contractor's expense. The contractor only authorizes payments to providers; it is Molina that actually pays the providers.

Programmatic assistance shall be provided to the Contractor by the Supplemental Payments Section during the start-up of the contract. The Benefits & Services Section shall provide the Contractor with administrative guidance for the performance of the duties described in the RFP.

Services to perform scheduling for the NEMT Program in the State of Louisiana are set forth in this document. DHH/Benefits & Services Section shall:

- Furnish to Contractor, in writing, the name, title, and scope of responsibility of each individual authorized to act for the Department in relation to the contract.
- Issue to the Contractor, in writing, all policy determinations, operating guidelines, and program policies related to the contract.
- Advise the Contractor of the schedule for hearings, appeals, and legal actions and obtain from the Contractor the required supporting documentation.
- Request systems changes or report format changes deemed necessary by the Department or by the Centers for Medicare and Medicaid Services (CMS).

1. General Requirements

The Contractor will:

- 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 receiving authorizations and processing claims using 5010 837-P Electronic Billing (or any future replacement). The Contractor must be capable of using the ICD-10 Diagnosis Codes that will be required for 5010 837-P Electronic billing which is to be implemented on October 1, 2014. The Contractor will interface with the fiscal intermediary using SFTP protocol to upload the claim file. The contractor will also download all responses and provide them to the respective submitter.

- d. Download weekly Remittance Advice (835) files and provide them to the respective transportation provider.
- e. Assume complete responsibility for the cost and timely accomplishment of all contractual responsibilities. (Contractor shall provide office space, furniture, equipment, supplies, and staff).
- f. 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.
- g. 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.
- h. Retain the program documents in the Contractor's central office location.
- i. Produce timely and accurate reports, statistics, and data in a format specified by the Department.
- j. 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.
- k. 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.
- l. Attend and prepare documentation for fair hearings, appeals, and related meetings, at no cost to DHH.
- m. Agree to make its employees available as witnesses, without charge, for the state Attorney General Medicaid Fraud Control Unit, and to DHH.
- n. Provide documentation for all enforcement proceedings and hearings.
- o. Cooperate with DHH, or its designee, in implementing new methodologies, rules, polices 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.
- p. Perform all duties and/or responsibilities provided for in the contract.
- q. Perform quarterly ride-a-longs, and training meetings with DHH Staff throughout the State at the contractor's expense.

2. 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.)
 - 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.
 - There are no restrictions or limits on how many times a transportation provider can refuse to take a trip but DHH monitors the number of refusals and takes further actions in these cases. If the provider refuses to take a trip as a result of a client's repeated offenses of causing dry runs or cancelled trip, the provider has the option of not transporting the client and the Contractor will not assign the trip to the provider.
- 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.)

Capitated Rates (Standing Order) Routine Medical Treatment Scheduled Regularly

- A.** Non-emergency transportation by for-profit transportation providers or by friends and family providers to regular, predictable, and continuing medical services shall be paid at a capitated rate and authorized one month at a time. 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.** 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 also allowed for trips requiring transport of a wheelchair patient, and for transport of recipients in remote or rural areas (over 120 miles round trip).

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.

Second Trips on Same Day

- A. The Contractor shall authorize second trips on the same day only when the provider is scheduled to transport a recipient to two medical appointments, and there is sufficient time between the first and the second appointment to justify a return trip to the home of the recipient. Sufficient time depends on the distance of the trip and the amount of time it takes to transport the client home.

- B. The Contractor shall assist DHH and/or transportation providers in resolving denied claims for second trips, and for other denials, as determined necessary by DHH.

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 Broker 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 (Capitated Trips), 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 Broker Program. All written materials developed by the Contractor shall require BHSF prior approval.

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.

A. 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 week 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

B. 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 60 per day by telephone, as follows: at least 30 calls prior to recipients' appointments, to confirm that appointments were scheduled, and at least 30 calls after recipients' appointments, to confirm that the services were actually provided.

2. For each operation month, the Contractor shall submit to the Medicaid Transportation Manager a monthly 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.

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; denied requests shall be logged in chronological order (with no PA number). (Refer to Sample Trip Logs in Attachment V.)
- 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.), by region, by parish of origin.
 - 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.

3. 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 CT., 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.

Equipment

The office operating equipment listed below is required:

- 3 fax machines exclusively for incoming facsimiles
- 1 copier
- 1 computer terminal (at minimum) for each incoming request phone line with fax/modem capability for all outgoing faxes.

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. 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
 - 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 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 in one of the following metropolitan cities within the State of Louisiana: Alexandria, Baton Rouge, Lafayette, Lake Charles, Monroe, New Orleans or Shreveport.
- 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.

C. 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. 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.

D. 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.

E. Emergency Management Plan

1. The Contractor shall submit an emergency management plan within forty-five (45) days from the date the Contract is signed to DHH for approval. The emergency management plan shall specify actions the Contractor shall conduct to ensure the ongoing provision of medical transportation services in an epidemic, disaster, or manmade emergency including, but not limited to, localized acts of nature, accidents, and technological and/or attack-related emergencies. Revisions to the DHH approved emergency plan shall be submitted to DHH for approval no less than 30 days prior to implementation of requested changes. The Contractor shall submit an annual certification (from the date of the most recently approved plan) to DHH certifying that the emergency plan is unchanged from the previously approved plan.

2. At a minimum, the plan should include the following:

- Educating members and providers regarding hurricane preparedness and evacuation planning;
- Provide a contact list (phone and email) for members/providers to contact to determine how services may be accessed/rendered in the event that normal operations are interrupted;

F. Technical Requirements

- Any data which is used for any purpose during the planned contract and which is unique to Louisiana DHH will be the property of the Department for the life of the contract and beyond. The Contractor will be responsible for delivering any and all Department owned data as requested by the Department.
- The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to DHH on a regular schedule in XML format. Final determination of relevant data will be made by DHH based on collaboration between both parties. The schedule for transmission of the data will be established by DHH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.
- The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor is also responsible for expenses required for DHH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure, licensing costs, authority/permission to utilize any patents and annual maintenance and support..
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
- Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All contractor utilized computers and devices must:
 - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
 - Have installed all security patches which are relevant to the applicable operating system and any other system software.
 - Have encryption protection enabled at the Operating System level.

G. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

For the purposes of this paragraph, NEMT providers are not considered to be subcontractors of the contractor.

H. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Workers' Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as

additional insured for claims arising from or as the result of the operations of the Contactor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

I. Resources Available to Contractor

The Medical Vendor Administration/NEMT Section will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

J. Contract Monitor

All work performed by the contract will be monitored by the contract monitor Medicaid Program Manager or designee:

Ronald W. Johnson

Department of Health and Hospitals
Medical Vendor Administration
Non-Emergency Medical Transportation Program
628 North Fourth Street, 7th Floor

K. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of three (3) years. With all proper approvals and concurrence with the successful contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Subsequent to the extension of the contract beyond the initial 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of Contractual Review (OCR) to extend contract terms beyond the initial 3 year term. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of Contractual Review. Total contract term, with extensions, shall not exceed five (5) years

L. Payment Terms

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the Medicaid Program Manager. Continuation of payment is dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Department of Health and Hospitals of the payment task and approval of an invoice. DHH will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

IV. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Code of Ethics

1. The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.
2. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

D. Prohibited Relationships

The Contractor shall not be a party to any relationship with any NEMT provider which involves either *common ownership* or *control*. These terms are defined as follows:

- *Common Ownership* exists when the same individual, organization or legal entity possesses significant ownership or equity interest in both the Contractor and the provider.
- *Control* exists when either the Contractor or the provider has the power, directly or indirectly, to significantly control, influence or direct the actions or policies of the other. Proposers are responsible for determining that no prohibited relationship will exist if their company is awarded the contract.

E. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject all proposals received in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of Contractual Review.
4. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); Title 39, Chapter 16 (professional, personal, consulting, and social services procurement); or Title 39, Chapter 17 (Louisiana Procurement Code).

F. Contract Award and Execution

1. The Secretary of DHH reserves the right to:
 - a. Make an award without presentations by proposers or further discussion of proposals received.
 - b. Contract for all or a partial list of services offered in the proposal.
2. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
3. If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within 30 days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

G. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal. All assignments must be approved of by the Department.

H. Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.136. The State must find that the selected proposer:

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

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

I. Proposal and Contract Preparation Costs

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of Contractual Review. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

J. Errors and Omissions

The Department reserves the right to make corrections due to minor errors of proposer identified in proposals by the Department or the proposer. The Department, at its option, has the right to request clarification or additional information from proposer.

K. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

L. Procurement Library/Resources Available To Proposer

Department program manuals and pertinent Federal and State regulations, as well as other materials, are available for review upon request in the Procurement Library. The library is located at Room/Cubicle 761-16 on the 7th Floor of the Louisiana Department of Health and Hospitals, Bienville Building, 628 N. 4th Street, Baton Rouge, LA. 70802. Arrangements may be made through the RFP coordinator for access to the library. The library will be open by appointment only during the hours of 8:30am to 4:00pm CT on Monday through Friday. No items or materials may be removed from the library, but DHH personnel will be available to make copies of requested materials at a charge of 25 cents per page. Cash is not acceptable. Checks and/or money orders are to be made payable to the Department of Health and Hospitals. Relevant material related to this RFP will be posted at the following web address: www.dhh.la.gov. Additional data/information about trip and call volume will be made available to proposers upon request.

M. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in ink) and should submit one (1) electronic copy (cd or flash drive) of the entire proposal and six (6) hard copies of the proposal. Proposer may provide one electronic copy of the Redacted Proposal (cd or flash drive). No facsimile or emailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N 4th Street, 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:

Mary Fuentes
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

N. Proprietary and/or Confidential Information

1. Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

O. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

P. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

Q. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP requirements have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH-Supplemental Payments Section as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of the Request for Proposal.
 - b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
 - c. This section should also include the following information:
 - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;

- vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers..
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)
- d. The following information ***must*** be included in the proposal:
- i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

5. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- h. Demonstrate an understanding of and ability to implement data collection as needed.
- i. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.

- k. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l. Identify all assumptions or constraints on tasks.
- m. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- o. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

6. Relevant Corporate Experience

- a. The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months implemented a similar type project. Proposers should give at least two customer references for projects implemented in at least the last 24 months. References shall include the name, email address and telephone number of each contact person.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.

- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
- Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
- b. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined.

R. 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.

S. Waiver of Administrative Informalities

The Department of Health and Hospitals reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

T. Withdrawal of Proposal

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

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Office of the Secretary Division of Fiscal Management
3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.
4. **Cost Evaluation:**
 - a. The proposer with the lowest total cost over 3 years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$CCS = (LPC/PC) * 25$$

CCS= Computed cost score (points) for proposer being evaluated

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.

5. Hudson/Veteran Small Entrepreneurship Program

- a. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurs as subcontractors.
- b. Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurs to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6. Evaluation Criteria and Assigned Weights

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	20
Corporate Experience	15
Qualification of Personnel	20
Financial Statements	5
Cost	25
Veteran and Hudson Initiatives	10
Total	100

B. On Site Presentation/Demonstration

Not required for this RFP

C. Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Department, which will determine the proposal most advantageous to the Department, taking into consideration cost and the other evaluation factors set forth in the RFP.

D. Administrative and Mandatory Screening

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

E. Clarification of Proposals

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a proposer’s proposal.

F. Announcement of Award

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.
5. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.
2. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the ***Department of Health and Hospitals***.

B. Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract

C. Fund Use

Contractor agrees not to use contract proceeds 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 Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

VII. CONTRACTUAL INFORMATION

A. Contract

The contract between DHH and the Contractor shall include the standard DHH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.

In addition to the terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure

The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

3. 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 first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

4. Entire Agreement

This contract, together with the RFP and its amendments 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.

5. Board Resolution/Signature Authority

The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations

The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

7. Warranty of Removal of Conflict of Interest

The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. Corporation Requirements

If the contractor is a corporation, the following requirements must be met prior to execution of the contract:

- a. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

10. Right To Audit

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11. Contract Modification

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

12. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

13. Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

B. Mutual Obligations and Responsibilities

The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

C. 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 may 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.

D. Indemnification and Limitation of Liability

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. *Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.* If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s)

or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. Termination

1. Termination For Cause

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

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

2. Termination For Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3. Termination For Non-Appropriation Of Funds

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

Attachments:

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. DHH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Sample Cost Breakdown Template**
- VI. Liquidated Damages**
- VII. Map of DHH Administrative Regions**

**Veteran-Owned And Service-Connected Small Entrepreneurships
(Veteran Initiatives) And Louisiana Initiative For Small Entrepreneurships
(Hudson Initiative) Programs**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. During the term of the contract and at expiration, the Contractor will also be required to report Veteran- Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504> and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=96265> The rules for the Veteran Initiative (LAC 19:IX.Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

CERTIFICATION STATEMENT

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

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

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for at least 90 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

DHH - CF - 1
Revised: 2011-06

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

**CFMS:
DHH:
Agency #**

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)			5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)		
2) Street Address			6) Parish(es) Served		
City	State	Zip Code	7) License or Certification #		
3) Telephone Number			8) Contractor Status		
4) Mailing Address (if different)			Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No		
			Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No		
City	State	Zip Code	8a) CFDA#(Federal Grant #)		

9) Brief Description Of Services To Be Provided:

10) Effective Date

11) Termination Date

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

14) Terms of Payment

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

Contractor 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	Last Name
	Title	Phone Number

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

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.

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

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

Cost Template

Payment for this contract will be based on the number of Medicaid recipients served under the contract. Proposers must complete a cost proposal to include per member per month (PMPM) rates as shown in Section 2 of the tables below. This section must be completed for consideration of this proposal.

Proposers shall submit a PMPM unit rate for two distinct service groups:

Service Population 1 includes all members of legacy fee-for-service Medicaid and all members of Bayou Health Shared Savings Plans. All NEMT services needed for this population and covered under Medicaid shall be in the purview of this contract.

Service Population 2 includes all members of Bayou Health Prepaid plans. The contractor shall be responsible for authorizing and scheduling transportation to dental and behavioral health service ONLY. Transportation to all other covered medical services are the responsibility of the managed care organizations.

Cost and Pricing Year 1

Proposer Name:		
Year 1 Section 1		
		Total Proposed Cost (\$)
1	Direct Labor Cost (Salary and Wages)	
2	Direct Labor Overhead (Employer Related Expenses)	
3	Administrative Labor Cost	
4	Administrative Labor ERE	
5	Contracted/Subcontracted/Consulting Staff	
6	Indirect Program Supplies	
7	Other Direct Cost	
7a		
7b		
7c		
7d		
8	Travel	
9	Occupancy Expenditures	
10	Total	
Year 1 Section 2		
11	Projected Service Population 1	841,000
12	PMPM, Service Population 1	\$
13	Contract Cost, Service Population 1	\$
14	Projected Service Population 2	412,000
15	PMPM, Service Population 2	\$
16	Contract Cost, Service Population 2	\$
17	Total Contract Cost, Year 1	

Cost and Pricing Year 2

Proposer Name:		
Year 2 Section 1		
		Total Proposed Cost (\$)
1	Direct Labor Cost (Salary and Wages)	
2	Direct Labor Overhead (Employer Related Expenses)	
3	Administrative Labor Cost	
4	Administrative Labor ERE	
5	Contracted/Subcontracted/Consulting Staff	
6	Indirect Program Supplies	
7	Other Direct Cost	
7a		
7b		
7c		
7d		
8	Travel	
9	Occupancy Expenditures	
10	Total	
Year 2 Section 2		
11	Projected Service Population 1	357,000
12	PMPM, Service Population 1	\$
13	Contract Cost, Service Population 1	\$
14	Projected Service Population 2	896,000
15	PMPM, Service Population 2	\$
16	Contract Cost, Service Population 2	\$
17	Total Contract Cost, Year 2	\$

Cost and Pricing Year 3

Proposer Name:		
Year 3 Section 1		
		Total Proposed Cost (\$)
1	Direct Labor Cost (Salary and Wages)	
2	Direct Labor Overhead (Employer Related Expenses)	
3	Administrative Labor Cost	
4	Administrative Labor ERE	
5	Contracted/Subcontracted/Consulting Staff	
6	Indirect Program Supplies	
7	Other Direct Cost	
7a		
7b		
7c		
7d		
8	Travel	
9	Occupancy Expenditures	
10	Total	
Year 3 Section 2		
11	Projected Service Population 1	357,000
12	PMPM, Service Population 1	\$
13	Contract Cost, Service Population 1	\$
14	Projected Service Population 2	896,000
15	PMPM, Service Population 2	\$
16	Contract Cost, Service Population 2	\$
17	Total Contract Cost, Year 3	\$

Attachment VI – PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES

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

	The Contractor shall submit copies of any notices provided pursuant to this performance measurement within two (2) business days of a request from DHH.	The contractor shall pay the Department \$250.00 per business day that it fails to make notices available to DHH timely.

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

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

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

<p>8. Record Retention</p> <p>The Contractor shall maintain all records in the manner and fashion required by the RFP, the Program Requirements document, and this contract. All records shall be made available for review by authorized DHH, Federal and State personnel within two (2) business days of the request or immediately upon request. Please note that the term “record” or “records” shall have the same meaning attributed to it in the Contract.</p>	<p>The Contractor shall maintain all records and provide them to the Department within two (2) business days or upon request. Contractor shall preserve and make available all of its records pertaining to the performance under this Contract for a period of five (5) years from the date of final payment under this Contract, and for such period, if any as is required by applicable statute or by any other section of the Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of termination or of any resulting final settlement. The Department’s decision on the matter shall be conclusive, final, and not subject to appeal or review.</p>	<p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to make the records available within the time specified in this performance measurement</p>
<p>9. Operational Procedures Manual</p> <p>The Contractor shall develop an operational procedures manual that delineates all procedures to be used in the scheduling and delivery of transportation services (the “Manual”). In no case may the Contractor begin operations without a DHH-approved operational procedures manual.</p> <p>In addition, the Manual shall be reviewed and updated whenever changes in the operation of the business are made. Updates to the Manual require prior written approval from DHH.</p>	<p>The Manual shall be submitted to DHH for prior review and approval at least forty (40) calendar days prior to the start of operations. Modifications required by DHH shall be incorporated into the Manual within ten (10) business days of notification.</p> <p>DHH also reserves the right to require modifications to the Manual as long as this Contract is in effect. Required updates shall be submitted to DHH for prior approval within ten (10) business days of the request.</p>	<p>The Contractor shall pay the Department \$500.00 per calendar day for each calendar day that it fails to submit the Operational Procedures Manual to DHH within the required time period.</p> <p>The Contractor shall pay the Department \$200.00 per calendar day for each calendar day after ten (10) days that it fails to submit the required updates.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>10. Appeals</p> <p>The Contractor shall provide written explanation within three (3) business days of the day that a trip is denied, suspended, or terminated (the “Notice”). In addition to an explanation of the action, the Notice shall inform the Medicaid member of his or her appeal rights regarding the action.</p>	<p>The Contractor shall use notice of appeal letters developed by DHH and shall provide Notice to the members within three (3) business days as prescribed.</p>	<p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day that the notice is not sent within three (3) days of the date that a trip is denied, suspended, or terminated.</p>
<p>11. Complaints</p> <p>The Contractor shall be responsible for recording and responding to all complaints regarding, related to, and based on the delivery of services required under this Contract. Recording and resolution of complaints shall be pursuant to the procedure and manner set forth in the Program Requirements document.</p>	<p>Contractor’s review and resolution of complaints is subject to discretionary review by DHH and may be reversed by DHH.</p> <p>The Contractor shall respond verbally to the person or entity making the complaint within twenty-four (24) hours of the Contractor’s receipt of the complaint and, upon request, provide DHH a written record of the complaint and resolution including any corrective action within five (5) business days of receipt of DHH’s request.</p>	<p>The Contractor shall pay DHH \$250.00 per business day for each business day that it does not respond to complaints as outlined in the Program Requirements document.</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>12. Staffing</p> <p>The Contractor shall meet or exceed all staffing requirements specified in the Program Requirements document.</p>	<p>The Contractor’s Supervisory personnel shall be available to DHH staff within thirty (30) minute response time during all hours of operation.</p> <p>The Contractor shall maintain sufficient levels of supervisory and support staff with appropriate training and work experience to perform all Contract requirements on an on-going basis.</p> <p>DHH may approve or disapprove any proposed changes in key staff, or require the removal or reassignment of any Contractor employee or subcontractor employee that the Department deems to be unacceptable.</p> <p>Contractor shall provide the DHH Program Director with a staff roster every ninety (90) days during the term of the Contract. This roster shall set forth the names of all members of Contractor’s staff , their areas of assignment and the number of hours they are required to work.</p>	<p>The Contractor shall pay the Department \$100.00 per 30 minute interval after the initial time frame that supervisory personnel are not available to the staff.</p> <p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day that it does not maintain sufficient levels of supervisory and support staff with appropriate training and work experience that reflects the population being served in each region.</p> <p>The Contractor shall pay the Department \$500.00 per incident if there is a change in key staff without DHH’s approval.</p> <p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day after the ninety (90) it fails to submit the staff roster</p>
<p>13. Quality Assurance Plan</p> <p>The Contractor shall develop and maintain an on- going quality assurance plan (the “QA Plan”) that includes the components set forth in the Program Requirements document.</p>	<p>The QA Plan shall be submitted to DHH for review and approval at least forty (40) calendar days prior to the start of operations.</p> <p>Modifications required by DHH shall be incorporated into the Manual within ten (10) business days of notification.</p> <p>The QA plan shall be reviewed at least annually and any revisions shall be submitted to DHH for review and approval at least thirty (30) calendar days prior to use.</p>	<p>The Contractor shall pay DHH \$250.00 per calendar day for each calendar day after forty (40) calendar days that it fails to submit the QA Plan. The Contractor shall pay the Department \$100.00 per day for each calendar day that the QA Plan is put into use without DHH approval of its modifications to the Plan</p>

Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>14. Performance Review and Monitoring</p> <p>DHH may review Contractor’s records or conduct on-site reviews at any time so as to ensure compliance with the Program Requirements document, the Contract, and State or Federal standards. In addition, all of the Transportation Provider’s files shall be made available to DHH or its agent(s) for inspection at any time.</p>	<p>In order to ensure compliance with the Program Requirements document, the Contract, and State or Federal standards, DHH staff or its agent(s) may ride on trips. Additionally, the Contractor agrees to make all records related to Medicaid Members and services provided under this Contract available to DHH within two (2) business days of the request or immediately upon request from DHH.</p>	<p>The Contractor shall pay DHH \$1,000.00 per calendar day for each calendar day that it fails to allow DHH access to the records or conducts reviews as specified in the Program Requirements document.</p>
<p>15. Homeland Security Considerations</p> <p>The Contractor shall perform the services to be provided under this Contract entirely within the boundaries of the United States. Also, Contractor shall not hire any individual to perform any services under this Contract if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.</p>	<p>The prohibitions in this Performance Measurement shall also apply to any and all agents used by the Contractor to perform any services under this Contract.</p>	<p>The Contractor shall pay DHH \$5,000.00 per calendar day for each calendar day that any part of this Performance Measurement or Standard is not met.</p>
<p>16. Reports</p> <p>All reports and other information described in the Contract shall include the items and components described in the Program Requirements document.</p>	<p>All reports and other information described in the Program Requirements document shall be delivered to DHH in final form on or before their respective due dates.</p>	<p>The Contractor shall pay the Department \$250.00 per calendar day for each calendar day that it fails to submit the reports and other information as required by the Program Requirements document.</p>

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

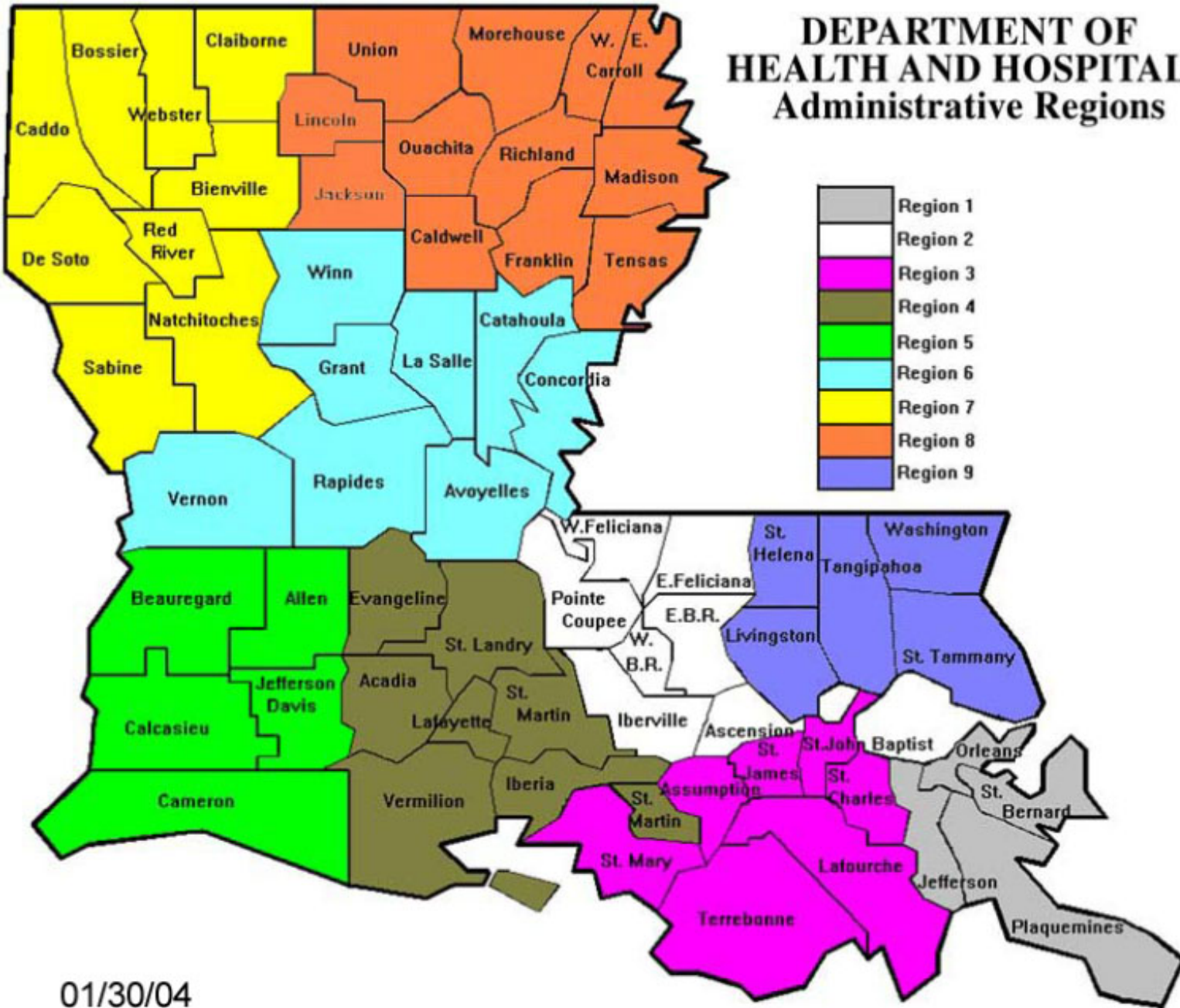
Performance Measurement	Standard	Guarantees and Liquidated Damages
<p>19. Computer Requirements</p> <p>The Contractor shall assist DHH in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its amendments, rules, procedures and regulations. The Contractor's system shall conform to HIPAA standards for information exchange. The Contractor must have a system that is flexible and can accommodate changes needed to support DHH policy changes.</p> <p>The Contractor shall also maintain in the central business office sufficient computer hardware and software to support automated call intake, eligibility verification, needs assessment and trip reservations, as well as to meet the monthly reporting requirements established under the Program Requirements document.</p>	<p>The Contractor shall have a computer database that is available to DHH or its agent that shall transmit and receive all applicable transactions required by HIPAA in the version deemed by DHH.</p> <p>The Contractor shall also maintain a computer system that shall support the accurate scheduling of trips for eligible members.</p>	<p>The Contractor shall pay the Department \$200.00 for each calendar day the Contractor does not have the database available to DHH or its agent and is not loaded and available for use.</p> <p>The Contractor shall pay the Department \$200.00 for each calendar day that the Contractor fails to have a computer system in place that supports the accurate scheduling of trips or payments to the providers.</p>

Performance Measurements	Standard	Guarantees and Liquidated Damages
<p>20. Equal Employment Opportunity Plan</p> <p>The Contractor shall develop an Equal Employment Opportunity Plan and submit it to DHH for review and approval at least thirty (30) calendar days prior to the start of operations. The Contractor shall incorporate modifications required by DHH within ten (10) business days of notification.</p>	<p>In no case shall a Contractor be allowed to begin operations without an approved Equal Employment Opportunity Action Plan (EEOAP). The EEOAP shall be revised on an annual basis and resubmitted for DHH approval no later than July 31st of each year that this Contract is in effect.</p>	<p>In no case shall a Contractor be allowed to begin operations without an approved Equal Employment Opportunity Action Plan (EEOAP). The EEOAP shall be revised on an annual basis and resubmitted for DHH approval no later than July 31st of each year that this Contract is in effect.</p>
<p>21. Turnover Plan</p> <p>The Contractor shall after thirty (30) days of the notification of the award of the contract, submit a Turnover Plan to DHH for approval. Thereafter, an updated Plan will be due annually to coincide with the anniversary of delivery of the initial plan and additionally as may be requested by DHH.</p>	<p>The Turnover Plan shall be submitted to DHH for approval no later than thirty (30) days after the notification of the award of the contract. Contractor shall also submit an updated Turnover Plan annually to coincide with the anniversary of delivery of the initial plan and within thirty (30) calendar days of any special DHH request.</p>	<p>The Contractor shall pay the Department 1% of the monthly payment due in the month that the initial Turnover Plan is due if it is not provided in the timeframe specified herein.</p> <p>The Contractor shall pay the Department 1% of the monthly payment due in the month that subsequent updates required herein are not submitted as provided for in this Performance Measurement.</p>
<p>22. Implementation Work Plan</p> <p>The Contractor shall prepare and maintain an implementation work plan that includes all the activities required to begin operations successfully under the Contract.</p>	<p>A preliminary work plan must be submitted with the proposal. The Contractor must submit for DHH review and approval, a final work plan within fifteen (15) business days after Contract execution.</p>	<p>The Contract shall pay the Department \$500.00 per day for each calendar day that the work plan is not submitted within fifteen (15) days of Contract execution.</p>

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

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

DEPARTMENT OF HEALTH AND HOSPITAL Administrative Regions



01/30/04