

REQUEST FOR PROPOSALS

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

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

RFP # 305PUR-DHHRFP-NEMT-MVA
Proposal Due Date/Time: May 16, 2011, 4:00PM CST

Release Date: April 11, 2011

TABLE OF CONTENTS

Section	Content	Page
	Glossary	4
I	General Information	5
A	Background	5
B	Purpose of RFP	6
C	Invitation to Propose	6
D	RFP Coordinator	6
E	Proposer Inquiries	7
F	Pre-Proposal Conference	7
G	Schedule of Events	7
H	RFP Addenda	7
II	Scope of Work	8
A	Project Overview	8
B	Deliverables	8
C	Liquidated Damages	26
D	Fraud and Abuse	26
E	Subcontracting	27
F	Insurance Requirements	28
G	Resources Available to Contractor	29
H	Contact Personnel	30
I	Term of Contract	30
J	Payment Terms	30
III	Proposals	30
A	General Information	30
B	Contact After Solicitation Deadlines	30
C	Code of Ethics	30
D	Rejection and Cancellation	30
E	Award Without Discussion	31
F	Assignments	31
G	Proposal Cost	31
H	Errors and Omissions	31
I	Ownership of Proposal	31
J	Procurement Library/Resources for Proposer	31
K	Proposal Submission	32
L	Proprietary and/or Confidential Information	32
M	Proposal Format	33
N	Requested Proposal Outline	34
O	Proposal Content	34
P	Evaluation Criteria	38
Q	On Site Presentation/Demonstration	39
R	Announcement of Award	39
IV	Contractual Information	39
	Attachments	41

Glossary

BHSF: Bureau of Health Services Financing

DHH: The Department: Department of Health and Hospitals

Must: Denotes a mandatory requirement

MVA: Medical Vendor Administration

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

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.

Shall: Denotes a mandatory requirement

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

SLMB: Service Limited Medicare Beneficiary

WAC: Waiver Assistance & Compliance

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH or Department) 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 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 providing for systems databases, 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 certain other requests for transportation. 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

1. 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 technical assistance from the Bureau of Health Services Financing and from the Medicaid Fiscal Intermediary.

C. Invitation to Propose

DHH/BHSF/Waiver Assistance and Compliance Section (WAC) 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 Coordinator

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

Ron Johnson
Medicaid Program Manager
BHSF-Waiver Assistance & Compliance Section
Department of Health and Hospitals
628 North 4th Street, 7th Floor
Telephone Number: (225) 342.2604
Facsimile Number: (225) 376.4648
Email: RonaldW.Johnson@la.gov

2. This RFP is available in pdf at the following weblinks:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications relating to this RFP must be directed to the DHH RFP contact 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.

E. 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 the above fax number or 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 both of the following web links:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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.

F. Pre-Proposal Conference

Not required for this RFP

G. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

Schedule of Events	
Public Notice of RFP	April 11, 2011
Deadline for Receipt of Written Questions	April 25, 2011
Response to Written Questions	May 2, 2011
Deadline for Receipt of Written Proposals	May 16, 2011
Proposal Evaluation Begins	May 17, 2011
Contract Award Announced	May 26, 2011
Contract Negotiations Begin	May 31, 2011
Contract Begins	July 1, 2011

H. 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://new.dhh.louisiana.gov/index.cfm/newsroom/category/47> and
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

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

II. SCOPE OF WORK

A. Project Overview

The mission of 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. The Contractor shall not be a party to any relationship in which the Contractor could exercise control over the transportation provider. The Contractor and the transportation provider are determined by common ownership and control. These terms are further defined as follows:

Related to the Provider means that the provider, to a significant extent, is associated or affiliated with, or has control of, or is controlled by, the organization furnishing the services, facilities, or supplies.

Common Ownership exists when an individual possesses significant ownership or equity in the provider and the institution or organization serving the provider.

Control exists where an individual or an organization has the power, directly or indirectly, to significantly influence or direct the actions or policies of a transportation provider or the Contractor.

B. Deliverables

The contractor will perform the daily functions of scheduling for the NEMT Program. 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., 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; and (5) generation of reports.

Technical assistance shall be provided to the Contractor by WAC during the start-up of the contract. WAC 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/WAC 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 the DHH/WAC 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 the DHH/WAC.
- c. Maintain communication with the DHH/WAC relative to specified contractual responsibilities; attend periodic meetings with the DHH/WAC; submit requests to the DHH/WAC for data or information from the Fiscal Intermediary.
- d. Assume complete responsibility for the cost and timely accomplishment of all contractual responsibilities. (Contractor shall provide office space, furniture, equipment, supplies, and staff).
- e. Cooperate fully with any other contractors, consultants, or other parties which may be engaged by the DHH/WAC, including but not limited to those engaged by the Louisiana Medicaid Program.
- f. Permit access by other parties (upon written request from DHH) to Medicaid files, procedures, and records which may be in the possession of or under the control of the Contractor.
- g. Retain the program documents in the Contractor's central office location.

- h. Produce timely and accurate reports, statistics, and data in a format specified by the Department.
- i. Provide to the DHH/WAC upon request, at no extra charge, copies of files and documentation including, but not limited to, electronic databases, hard copies of trip authorizations, operations manuals and other documentation essential to the operation of Louisiana Medicaid NEMT scheduling services.
- j. Participate in hearings requested by recipients when issues involve the Contractor, as determined by the DHH/WAC. 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 the DHH/WAC.
- m. Agree to make its employees available as witnesses, without charge, for the state Attorney General Medicaid Fraud Control Unit, and to DHH/WAC.
- n. Provide documentation for all enforcement proceedings and hearings.
- o. Cooperate with the DHH/WAC, 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.

2. Programmatic Requirements

a. Verification of Eligibility

- i. 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. 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.
- ii. 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 category are not eligible for transportation services).

- iii. 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.)
- iv. 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. However, this is a rare occurrence.
- v. 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.
- vi. 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.

b. Determination of Appropriateness of Request

i. General

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)

The Contractor shall determine if the request is for ambulance service. **Ambulance service is not provided through the NEMT Program.**

The Contractor shall determine if 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.

The Contractor shall advise recipients of the necessity for calling at least 48 hours in advance when requesting transportation. 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.

ii. Other Available Means of Transportation

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

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.

The Contractor shall use a systematic scheduling method, capable of accommodating both advance reservations and requests for immediate services.

iii. Attendants and Other Passengers

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.

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.

iv. 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.

v. Reasonable Proximity

The Contractor shall authorize transportation to the nearest facility where the services can be received. The Contractor shall determine if 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 or 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.

- BHSF will provide contractor assistance in determining when exceptions apply.

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. 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.

vi. Travel Over Extended Distances

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.

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.)

vii. Capitated Rates (Standing Order) Routine Medical Treatment Scheduled Regularly

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 the DHH/WAC. 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 the DHH/WAC.

viii. 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).

ix. Prior Authorization Unit (PAU)

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.

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; (3) 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.

Approval from the PAU is required for commercial transportation and for transportation out of state and outside of 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.

x. Transport of Recipients in Long Term Care Facilities

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.

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.

xi. Transit Authorities

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.

If DHH contracts with a transit authority, and a recipient requests NEMT services, the Contractor shall determine if 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.

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. 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.

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:

- a. 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;
- b. 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;
- c. Whether inclement weather conditions (including extreme heat and cold) or other pertinent factors make use of fixed route transportation unfeasible;
 - d. 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
 - e. Whether any special needs of the participant require the coordination of services with other providers.

xii. Second Trips on Same Day

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.

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.

xiii. Assignment of Trips

The Contractor shall document whether the provider accepts or declines the assigned trips. 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.

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.

DHH shall provide the Contractor with a current listing of enrolled NEMT providers in each region, by parish, when the contract is awarded. The list is updated at regular intervals, and is subject to constant change as providers enroll, suspend, withdraw, and re-enroll in the Medicaid Program.

xiv. Recipient Education Plan

The Contractor shall develop and implement a plan for informing and educating Participants about the NEMT Broker Program. Contractor shall also provide written and oral information to adequately educate participants, long-term care facilities, local human service agencies, NEMT providers, and providers in the State. 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 Participants about the NEMT Broker Program. All written materials developed by the Contractor shall require BHSF prior approval.

c. Complaints

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. 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:

- i. Establishment and maintenance of procedures for handling complaints regarding scheduling of NEMT services.
- ii. Investigation and maintenance of written documentation of all complaints and findings, 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
- iii. 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.

d. 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.

i. Recipient Surveys

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.

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.

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

ii. Medical Provider Surveys

The Contractor shall conduct periodic surveys of medical providers to whom recipients were transported to determine if appointments were actually scheduled, if the recipient was seen at the designated time, and if 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.

For the prior operation month, the Contractor shall submit to the Medicaid Transportation Manager a monthly summary report of recipient and provider surveys, by the tenth of the following month. Format of the report is to be prior approved by the Department.

Failure to complete these surveys or provide the reports may result in damages detailed in section II.C. of the RFP.

e. Records/Reporting

- i. 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.

- ii. 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.)
- iii. The Contractor shall submit to DHH a monthly summary report, as well as a monthly back-up tape, within 10 calendar days of the prior operating month, in order to receive reimbursement for services provided during the prior 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 either Microsoft Access or Excel.
- iv. 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 damages as detailed in section II.C. of this RFP.

- The Contractor shall be capable of transferring (by tape or by disk) a minimum of 24 months of trip authorization data, in a specified format, within 24 hours of request by DHH.

3. Operations Requirements

- 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 8:00 a.m. to 5:00 p.m., 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 below, in Section 10.
- 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.

4. Staffing Requirements/Qualifications

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.

DHH shall provide no staff assistance, office equipment or office space for the Contractor.

5. Office Equipment Requirements

a. 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.

b. Telephone Lines

Refer to Attachment VII, Guidelines for Telephone Lines, 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.

The telephone lines shall be dedicated for incoming transportation requests (at minimum) between 8:00 a.m. and 5:00 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.

Separate telephone lines must be available from 3:00 p.m. to 5:00 p.m. 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.

A separate office number is required for access by DHH.

c. Computer Requirements

The Contractor shall be capable of connecting each work station to the MMIS mainframe to verify client eligibility. The Contractor shall provide all equipment required to connect to and access the mainframe.

The Contractor must maintain hardware and software compatible with DHH requirements. Current requirements are as follows:

- IBM compatible PC with a Pentium 4, Celeron or Equivalent Processor
- 1 Gig of RAM memory
- 25 MB free hard drive space (suggest 80 Gig hard drive for the system)
- Color Monitor
- Printer compatible with hardware and software required
- DSL or Cable Modem Connection (min 512 up and 1.5 down)
- CD ROM
- Windows XP, SP2 or later version of operating system (minimum)
- An Internet account with nationwide E-mail and Web-browser software
- Microsoft Office

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

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.

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.

d. Office Location

DHH will allow only one site for a Contractor. Contractor must have an office within the State of Louisiana.

6. Record Keeping 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:

- a. 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).
- b. 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:
 - i. The accuracy of software and data at return to operation
 - ii. The ability to return to full capacity as soon as possible
 - iii. A complete backup of all non-software data sets at the end of each production day
 - iv. The resultant discs removed to an external secure site. These back-up discs should be cycled on at least a weekly basis.
 - v. The server should be designed to employ a method of redundancy for operational integrity and production.

- v. 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.
- c. 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.

7. Reporting Requirements

- a. The Contractor shall record the authorization data in a computerized format, including PA number, name of recipient, Medicaid ID number, date of birth, pick-up address and phone number, date of request, name and phone number of person requesting transportation, procedure code, reimbursement rate, date and time of appointment, name and address of medical provider to which transportation is requested.
- b. The Contractor shall maintain a daily log of all calls received and trips scheduled. The log shall be in a computerized format and shall be available both electronically and in hard copy. Approved transportation requests shall be logged by PA number; denied requests shall be logged in chronological order (with no PA number). Refer to Sample Trip Logs in Attachment V.
- c. The Contractor shall submit to DHH a monthly summary report, as well as a monthly back-up tape, within 10 calendar days of the prior operating month, in order to receive reimbursement for services provided during the prior 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 both hard-copy and electronically in either Microsoft Access or Excel.

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 and percentage of abandoned calls
 - Number of rings, no answers per operator
 - 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 sanctions as detailed in
- The Contractor shall be capable of transferring (by tape or by disk) a minimum of 24 months of trip authorization data, in a specified format, within 24 hours of request by DHH.

8. Transition Plan

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.

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.

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. 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.

The Contractor shall be liable for all contract responsibilities incurred up to the date of termination of contract.

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, the liquidated damages defined below may be assessed. 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.
 - a. Late submission of any required report - \$50 per working day, per report.
 - b. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
 - c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - e. Violation of the same provision during the term of the Contract may incur an additional fine up to \$3,000.00.
2. Liquidated damages may be assessed after investigation of the violation by DHH and determination that the Contractor is at fault. 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;
 - f. Whether the violations pose an immediate threat to the health or safety of the recipient;
 - g. The logistical feasibility of implementing the sanction
3. The Contractor shall warrant compliance with all requirements of the contract, all state and federal laws, regulations, and policies and interpretations thereof, in effect at the time of the contract, or as subsequently issued and/or amended. Failure to comply with this provision within 30 days of written notification may result in assessment of a liquidated damage of up to \$1000.00. For each week of continuing failure to comply, following the 30 day period, an additional fine up to \$3000.00 may be levied.
4. Violation of Medicaid Requirements
DHH may impose liquidated damages against the Contractor for violation of program requirements as outlined in the Contract and its incorporations, the

Medicaid NEMT Provider Manual, and Medicaid of Louisiana's provider notices and newsletters issued during the term of the contract.

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. 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 demonstrates 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.

F. 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 Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. 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 notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. 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 Contractor 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.

G. Resources Available to Contractor

DHH/WAC 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.

H. Contact Personnel

All work performed by the Contractor will be monitored by the contract monitor:

Ron Johnson
Department of Health and Hospitals
Bureau of Health Services Financing
Transportation
P.O. Box 91030
Baton Rouge, LA 70821
(225) 342-2604
RonaldW.Johnson@la.gov

I. Term of Contract

The contract shall commence on June 30, 2011. The term of this contract is for a period of 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

J. Payment

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 NEMT Program Manager.

III. 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

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.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, 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 laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

E. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

F. 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.

G. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

H. Errors and Omissions

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

I. 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.

J. 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, 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 beginning on April 26, 2011 and ending on May 1, 2011. 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.

K. 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 and should submit one (1) electronic copy (flash drive or cd) and seven (7) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should 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 Gonzalez
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 Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

L. Proprietary and/or Confidential Information

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract.
This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”
4. Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.

6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

M. 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.

N. Requested Proposal Outline:

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

O. 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 agency shall determine, at its sole discretion, whether or not the RFP provisions 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/WAC Section as related to the scope of this RFP. It should further cite its ability to satisfy provisions 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 Active 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.
- d. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).

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, on-going 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.

- 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 VIII) for each year of the contract to demonstrate how cost was determined.

P. 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 Fiscal Division.
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 for all three years shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

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

CPS = Cost Proposal Score

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.
- c. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- d. The DHH Deputy Undersecretary may provide information to the Proposal Review Committee in its evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	25
Corporate Experience	20
Qualification of Personnel	15
Financial Statements	5
Cost	30
Total	100

Q. On-Site Presentations/Demonstrations

Not required for this RFP

R. Announcement of Award

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) 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.
- 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.
- 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.
- D. In addition, to 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 a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
 - 4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
 - 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. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - 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 agency 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.

Attachments:

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA BAA
- IV. Friends and Family Enrollment Form
- V. Sample Trip Log
- VI. Electronic Transmission Format
- VII. Guidelines for Telephone Lines
- VIII. Cost and Pricing Analysis Format

CERTIFICATION STATEMENT

ATTACHMENT I

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 accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
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 120 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, it will have 5 business 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 www.epls.gov).

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

**CFMS:
DHH:
AGENCY #**

Attachment II
DHH - CF - 1

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

AND

FOR

Personal Services Professional Services Consulting Services Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State	Zip Code
3) Telephone Number	7) License or Certification #
4) Mailing Address (if different)	8) Contractor Status 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 and State	Zip Code
	8a) CFDA#(Federal Grant #)

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

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: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	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 agreement, 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, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
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. 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.

(Rev. 1/04)

HIPAA Business Associate Addendum:

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

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”). The Department of Health and Hospitals, (“DHH”), as a “Covered Entity” as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. “*Protected health information*” (“PHI”) means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - “*Electronic protected health information*” means PHI that is transmitted by electronic media or maintained in electronic media.
 - “*Security incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will 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 will 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.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees’, agents’ or subcontractors’ actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 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.
9. 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.

10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. 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.
12. 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 Privacy Rule.
13. Compliance with Security Regulations:
In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement 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;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. 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 material term of this Addendum.

FRIENDS AND FAMILY TRANSPORTATION PROVIDER ENROLLMENT FORM

This section is for UNISYS PE use only:

Driver Parish Code: _____ Begin Date: ____/____/____ Rep: _____

Provider #: _____ End Date: ____/____/____ Extension: _____

This Friends & Family Enrollment Form is for: New Enrollment Recertification Add-On

Please fill out the entire form below. Incomplete forms will be rejected which will delay the enrollment date. Please print.

Driver Information Mr. Mrs. Ms.

Full Name of Driver: _____
 Last First Middle Initial Maiden (if applicable)

Mailing Address of Driver: _____
 Street or P.O. Box City State ZIP Code

Parish of Driver () Telephone Number of Driver - - Social Security Number of Driver

I will transport the following people (limited to a total of 5 individuals):

Medicaid Recipient Name	Date of Birth (mm/dd/yyyy)	Medicaid Plastic Card Control Number (16 digit CCN Number on Medicaid Card)
1.		
2.		
3.		
4.		
5.		

Check off the boxes and fill in the information below:

- A. I have a current Louisiana Driver's license that is not suspended or revoked. Yes No Driver's License Number: _____
- B. I have a current Louisiana State inspection sticker on my car. Yes No Car License Plate Number: _____
- C. I carry liability insurance on my car and it is at least the minimum insurance required by the state of Louisiana. Yes No Name of Insurance Company: _____

I promise/attest that all the above information is true and accurate. I understand that false statements regarding this information can result in fines, penalties, and/or imprisonment. Signature must be witnessed by two individuals who are not family members and are 18 years of age or older.

Print Name of Driver _____ Signature of Driver _____ Date of Signature _____

Print Name of Witness #1 _____ Signature of Witness #2 _____ Date of Signature _____

Print Name of Witness #2 _____ Signature of Witness #2 _____ Date of Signature _____