

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

LAGOV:
LDH:
Agency #

OPH

OFFICE OF PUBLIC HEALTH

AND

OCHSNER CLINIC FOUNDATION

FOR

- Personal Service Professional Service Consulting Services Social Services Governmental (State/Agency) Governmental (Local)

RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name) OCHSNER CLINIC FOUNDATION			5) Federal Employer Tax ID# <input type="text"/> 72-0502505		State LDR Account # <input type="text"/>	
2) Street Address 1514 JEFFERSON HIGHWAY			6) Parish(es) Served ST		Statewide	
City NEW ORLEAN	State LA	Zip Code 70121	7) License or Certification # <input type="text"/>			
3) Telephone Number (504) 842-5898			8) Contractor Status			
4) Mailing Address (if different) <input type="text"/>			Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
			Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
			For Profit: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
			Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>	8a) CFDA#(Federal Grant #) <input type="text"/>			

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

Contractor shall provide Staffing of Mobile or Community COVID-19 Testing Sites, COVID-19 PCR Testing and Reporting Services, COVID-19 Congregate Facility Testing Teams, or COVID-19 ICAR Strike Teams in accordance with the SOW attached hereto and made part herewith.

10) Effective Date <input type="text"/> 05-20-2020	11) Termination Date <input type="text"/> 12-31-2020
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12) Maximum Contract Amount <input type="text"/> \$7,560,000.00

13) Estimated Amounts by Fiscal Year FY 2020 \$ <input type="text"/> 630000 / FY2021 \$ <input type="text"/> 630000

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:

Payment shall be in accordance with the SOW and Schedule of Fees, attached hereto. Payments shall be monthly in arrears for the Services provided in the prior month during the term from the Effective Date through the Termination Date defined above. Invoices shall be provided to the designated OPH Contract Monitor defined in the SOW on or before the tenth (10th) day following the close of each calendar month on a net thirty (30) basis from the receipt of invoices adequately detailing to the reasonable satisfaction of OPH the completion of the Services

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Karen	Last Name Chustz
	Title LDH-OSP/BRCO Director	
	Phone Number (504) 508-0095	

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

Attachment: HIPAA Addendum
Attachment: Standard Provisions
Attachment: Fee Schedule
Attachment: Statement of Work

Exhibit: Board Resolution
Exhibit: Resume



Reset

- Attachment:HIPAA Addendum
- Attachment:Standard Provisions
- Attachment:Special Provisions
- Attachment:Statement of Work
- Attachment:Fee Schedule
- Attachment:Budget
- Attachment:
- Exhibit:Board Resolution
- Exhibit:Disclosure of Ownership
- Exhibit:Multi Year Letter
- Exhibit:Late Letter
- Exhibit:Out of State Justification
- Exhibit:Certificate of Authority
- Exhibit:Resume
- Exhibit:License
- Exhibit:

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

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

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

2. **Confidentiality:** 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. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

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

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

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

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

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

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

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

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

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

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

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

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
37. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
38. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

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

OCHSNER CLINIC FOUNDATION

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Warner L. Thomas 5/22/20
SIGNATURE DATE

SIGNATURE DATE

Warner L. Thomas

NAME

NAME

President & CEO

Secretary, Louisiana Department of Health or Designee

TITLE

TITLE

OFFICE OF PUBLIC HEALTH

Alex R 5/30/20
SIGNATURE DATE

SIGNATURE DATE

Alexander Rillious MD Phil

Melinda Richard

NAME

NAME

Asst Sec OPH

Deputy Assistant Secretary

TITLE

TITLE

SCOPE OF SERVICES

COVID-19 Testing Services (Please Select and Initial Service Selection Below)

At a minimum, in order to receive any reimbursement pursuant to this CEA, the Contractor must agree, at all times, to have a testing team that meets certain basic minimum requirements. The Contractor must also agree that it will work, at all times, in good faith to conduct the maximum amount of tests given the demand at the testing location and the supply of testing kits and appropriate testing medium. The Contractor must also agree to provide all necessary personal protective equipment (PPE) that is necessary and appropriate given the construction of the testing team and the location of the testing site. The Contractor will only deploy teams at the direction of OPH, upon receipt of a Task Order from the Contract Manager outlining the Team numbers required and specifying the designated location, and only to the service areas selected below. The Contractor agrees it will not be entitled to reimbursement for any teams or service areas not indicated below, and not accompanied by the requisite Contract Manager's Task Order. LDH reserves the right to scale up or down the Teams and Services defined below. Reimbursement applicable to the selected scope of services is detailed in the Schedule of Fees attached hereto and made part herewith.

The Contract Monitor for this Agreement is Karen Chustz, in her capacity as LDH-OPH/BRCO Director with the Office of Public Health, or her successor.

Monitoring Plan: During the Term of this Agreement, as hereinafter defined, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports (in form and substance as attached to this Scope of Work as **Exhibit 1**), and Invoices to ensure compliance with the Agreement. The Contract Monitor will ensure that the following activities are completed timely in accordance with the benchmarks for performance delineated in this Agreement:

- a. Compare the Reports to the provisions, goals and objectives outlined in this contract to determine the progress made;
- b. Contact Contracting Party to secure any missing deliverables;
- c. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed; and
- d. Assure that the invoices are in compliance with approved Payment Terms, contacting Contracting Party for further details, information or documentation when necessary.

At all times during the course of this Agreement, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

1. Community / Mobile Testing Team

(A) Basic Minimum Requirements – Community / Mobile Testing Team:

- (i) A licensed practical nurse (LPN), or equivalent approved, in writing, by OPH that is authorized to conduct COVID-19 testing. The Contracting entity is responsible for any necessary training in the conduct of testing;
- (ii) A site supervisor that is a registered nurse (RN), or equivalent approved, in writing, by OPH that will provide site supervision. This individual, if properly trained by the Contracting Entity, may also conduct testing at the testing location;
- (iii) An administrative assistant that will be tasked with patient registration, intake protocols, any necessary paperwork required for testing, and outreach protocols for test result communications. This individual is expressly required to document any possible insurance coverage that the recipient may have and communicate all information to their billing department for proper billing of private insurance, Medicare, or Medicaid; and
- (iv.) A medical director that is a practicing physician in good standing and available for any necessary consultation with the onsite testing members of the team. This individual must be available by telephone while the testing team is onsite and conducting testing pursuant to this Agreement.

2. Congregate Facility Testing Team

(A) Basic Minimum Requirements – Congregate Facility Testing Team:

- (i) Three (3) licensed practical nurses (LPN), or equivalents approved in writing by OPH that are authorized to conduct COVID-19 testing. The Contracting Entity is responsible for any training that is required to assure this staff can properly conduct testing;
- (ii) A registered nurse (RN) that will serve as site supervisor that will provide overall supervision of the on-site congregate facility testing team. This individual shall not conduct testing at the facility location but is charged with comprehensive supervision of team activities. This supervision shall include, but is not limited to, helping to assure that the above reference LPNs are properly adhering to testing protocols, assuring that all strike team members are utilizing the appropriate PPE, assuring the administrative staff is properly following intake / outtake protocols and recipient registration, and assuring that the team is adhering to infection control protocols;
- (iii) An administrative assistant that will be tasked with patient registration, intake protocols, any required paperwork for cataloguing testing, and outreach protocols for reporting of test results to the recipients and the facility. This individual is expressly required to document any possible insurance coverage that the recipient may have and communicate all information to their billing department for proper billing of private insurance, Medicare, or Medicaid; and
- (iv) A practicing physician in good standing that will serve as Medical Director of the strike team. This individual will be required to be onsite at the provider location with the strike team at all times and will be responsible for all medical decisions that the team needs to make during the assignment.

3. COVID-19 ICAR (Infection Control Assessment and Response) Strike Team

(A) Basic Minimum Requirements – ICAR Team:

- (i) Registered Nurse, or equivalent approved by OPH, with demonstrated infection control experience;
- (ii) Epidemiologist with infection-control knowledge; and
- (iii) Sanitarian

For the ICAR team, LDH may choose to contract for an entire team or an individual member as detailed in the price schedule below.

4. Testing Process and Procedure for Laboratories - Minimum Standards

(A) Basic Minimum Requirements for Testing:

In order to provide testing services, the Contracting Entity must adhere to minimum requirements as follows:

(i) The entity must provide for the provision and distribution of Covid-19 testing collection kits, the appropriate laboratory staff, with appropriate PPE, to conduct the diagnostic portion of testing, and any and all laboratory equipment needed to complete the test.

(ii) The Contracting Entity's lab shall remain fully accredited by an accrediting body that is approved by the Clinical Laboratory Improvement Act (CLIA) of 1988 standards. A copy of this accreditation shall be produced to LDH for this Agreement to be effective.

(iii) The Contracting Entity must have a Lab Director that is certified by a Health and Human Services (HHS) approved board and have a current clinical laboratory personnel license from the Louisiana State Board of Medical Examiners (LSBME). Contracting Entity must provide proof of this qualifications before this contract is effective. The Contracting Entity shall notify LDH of any vacancy of this position within two business days of such vacancy.

(iv) The Contracting Entity's Covid-19 laboratory must consist of both clinical and administrative staff necessary to ensure appropriate lab services, reporting of results, and data flow.

(v) Prior to commencing diagnostic testing in a lab, the Contracting Entity must provide LDH technical information detailing the testing platform and instrumentation equipment that will be utilized in performing extraction and Real-time Polymerase Chain Reaction (PCR) analysis. The Contracting Entity shall also provide the Emergency Use Agreement (EUA) approval for the applicable testing systems. If another platform is to be substituted, the Contracting Entity must provide LDH prior written notice with the information above.

(vi) Within 24 hours of notification by LDH of a specific test collection site, the Contracting Entity shall begin communication with the testing site to begin the process of distributing test collection kits and training to the testing site staff as necessary. The Contracting Entity is required to provide a continuous supply of any testing kits that may be necessary at the applicable testing site.

(vii) The Contracting Entity shall be available by phone or email to answer any questions from, or to provide guidance to, the staff at the testing site.

(viii) If the Contracting Entity will be utilizing a courier service to transport testing specimens, the Contractor is expressly responsible for ensuring specimen integrity through monitoring of handling protocols and temperature conditions. If the Contracting Entity will not be providing a courier service, they are responsible for notifying the testing site staff about the proper pickup and storage protocols for specimens.

(ix) All laboratory testing shall be completed and reported to LDH within 24 hours, if possible, to LDH. However, the Contracting Entity agrees to complete all testing and reporting to LDH within 72 hours of the specimen's arrival at the lab. In the event that a testing result is not obtained and reported to LDH within the 72-hour timeline, the Contracting Entity agrees to accept 50% of the amounts detailed in the Schedule of Fees.

(x) The laboratory shall have protocols and procedures in place to adequately document the specimen's time of arrival and time of report to LDH. LDH will NOT be responsible for reimbursing for any test that is not completed and reported within 120 hours of the specimen's time of arrival at the laboratory site.

(xi) If the Contracting Entity is unable, utilizing good faith efforts, to acquire test reagents, or other required testing material, they shall immediately notify LDH of the issue and the parties MAY agree to a temporary extension. This is at the discretion of LDH.

(xii) The Contracting Entity must offer a process for test requisition that meets the requirements of 42 CFR 493.1241. Specifically, LDH requires the following information be solicited:

- a. Name and address, or other suitable identifiers, of the authorized person requesting the test and, if appropriate, the individual responsible for using the test results, or the name and address of the entity submitting the specimen, including a contact person to enable the reporting of any imminently life threatening laboratory results or panic or alert values;
- b. The patient's name or unique identifier;
- c. The sex, age, and date of birth of the patient. LDH also strongly urges the collection of race and ethnicity so LDH can help ensure health equity;
- d. The test(s) to be performed;
- e. The source of the specimen, when appropriate;
- f. The date and time of specimen collection;
- g. Any additional information relevant and necessary for a specific test to ensure accurate and timely testing and reporting of results, including interpretation, if applicable.

(xiii) If the laboratory transcribes or enters test requisition or authorization information into a record system or a laboratory information system, the laboratory must ensure the information is transcribed accurately.

(xiv) The test requisition process may be conducted electronically; however, the Contracting Entity must include the option for a traditional paper requisition.

(xv) Upon the occurrence of an inconclusive or apparent invalid testing result, the Contracting Entity shall immediately review the analysis data and, if re-extraction is indicated, they shall require re-extraction of the original sample. Contracting Entity shall NOT simply repeat an analysis of the same extracted sample.

(xvi) If the sample specimen has been rejected and/or testing is otherwise impossible, the Contracting Entity shall ensure that all appropriate steps are completed to obtain a new sample and a timely test is completed. The Contracting Entity shall NOT invoice LDH for any test that results in a rejected sample.

(xvii) The Contracting Entity shall report all results electronically to the State's epidemiology department through the state electronic laboratory reporting protocol. The Contracting Entity shall provide LDH, on a timeline communicated by LDH, with information as follows:

- a. The number of collection kits issued;
- b. The number of samples received for testing;
- c. The number of samples rejected, with a rejection %;
- d. The number of samples tested; and
- e. The average "turn around" time for testing.

(xviii) Upon receipt of the results, the Contracting Entity shall ensure the provider, or the requesting individual, is notified of the result within 24 hours of the report to LDH. Except for the reporting expressly mentioned herein, the Contracting Entity shall NOT report any results, even de-identified, to any other party unless directed by LDH.

5. COVID-19 ICAR (Infection Control Assessment and Response) Strike Team

A. Basic Minimum Requirements

In order to make a claim for reimbursement for an entire ICAR Strike Team, such Strike Team must consist of a minimum of 3 individuals as follows (as may supplemented and adjusted by OPH and provided for herein):

- (i) A Registered Nurse, or equivalent approved by OPH, with demonstrated infection control experience;
- (ii) Epidemiologist with infection-control knowledge; and
- (iii) Sanitarian

For the ICAR Strike Team, LDH may engage Contractor for an entire Team or an individual member, as mutually agreed upon by the Parties and in accordance with the Schedule of Fees.

Supplemental Staffing

Please indicate the number and type of any supplemental staffing, if any, that you agree to make available in the space below. Please identify the number of individuals, their minimum qualifications, a short description of their duties, and whether they will work on a community/mobile team or a CFTT.

Service Selection

(10) Indicate the number of community/mobile teams you will make available for testing under this Agreement.

Please indicate the specific LDH region and testing location that will be utilized by each individual team.

Contractor can cover Regions: 1,2,3,4, and 8.

(5) Indicate the number of Congregate Facility Testing Teams you will make available. For each CFTT, indicate the provider name, location, and type below.

Contractor can cover Regions: 1,2,3,4, and 8.

(3) Indicate the number of laboratory sites you plan to make available and, if applicable, please list the testing site to which you are affiliated. **Contractor will utilize: New Orleans, Lafayette & Shreveport locations.**

(5) ICAR Strike Teams/individuals available. **Contractor can cover Regions: 1,2,3,4, and 8.**

Testing Team Supplemental Terms

COVID-19 Testing Services

OPH agrees to allocate testing kits to Contractor from the supply provided to the State and OPH understands that Contractor's ability to perform under this Agreement is contingent on having a sufficient supply of testing kits. With this in mind, the Contracting Party agrees that it shall provide reasonable prior notice of a projected shortage in testing kits to OPH.

A. Basic Minimum Requirements – Community / Mobile Testing Team

The mobile testing teams provided by Contractor will include the following personnel:

- (i) A site supervisor that is a registered nurse (RN) or Advanced Practice Practitioner, or equivalent approved, in writing, by OPH that will provide site supervision. This individual, if properly trained by the Contractor, may also conduct testing at the testing location.
- (ii) At least 3 persons of clinical background with competence to complete COVID-19 testing, which can include, but not be limited to, medical assistants, LPN's or emergency room technicians or RN's.
- (iii) Three registration staff members that will be tasked with patient registration, intake protocols, any necessary paperwork required for testing, and outreach protocols for test result communications. These individuals are expressly required to document any possible insurance coverage that the recipient may have and communicate all information to their billing department for proper billing of private insurance, Medicare, or Medicaid.
- (iv) A medical director that is a licensed internal or family practice medicine physician or a licensed physician specializing in pulmonology. The medical director available for any necessary consultation with the onsite testing members of the team. This individual must be available by telephone while the testing team is onsite and conducting testing pursuant to this Agreement.
- (iv) The team will include one coordinator who will coordinate logistics. Further, Contracting Party will have an APP available to contact patients to deliver the results of their tests.

B. Basic Minimum Requirements – Congregate Facility Testing Team

The teams provided by Contractor shall include:

- (i) A site supervisor that is a registered nurse (RN) or Advanced Practice Practitioner, or equivalent approved, in writing, by OPH that will provide site supervision. This individual, if properly trained by the Contractor, may also conduct testing at the testing location if doing so does not interfere with supervising function.
- (ii) At least 3 persons of clinical background with competence to complete COVID-19 testing, which can include, but not be limited to, medical assistants, LPN's or emergency room technicians or RN's.
- (iii) Three registration staff members that will be tasked with patient registration, intake protocols, any necessary paperwork required for testing, and outreach protocols for test result communications. These individuals are expressly required to document any possible insurance coverage that the recipient may have and communicate all information to their billing department for proper billing of private insurance, Medicare, or Medicaid.
- (iv) A medical director that is a licensed internal or family practice medicine physician or a licensed physician specializing in pulmonology. The medical director available for any necessary consultation with the onsite testing members of the team. This individual must be available by

telephone while the testing team is onsite and conducting testing pursuant to this CEA.

(v) The team will include one coordinator who will coordinate logistics. Further, Contracting Party will have an APP available to contact patients to deliver the results of their tests.

- C. **Laboratory Testing Services.** Contractor shall provide the laboratory services to conduct PCR and/or serological testing of all test samples collected by the Contractor's mobile/community testing teams and the Contractor's CFTTs. At LDH's request, Contractor may further provide laboratory services to conduct testing of test samples not collected by Contractor's testing teams but only to the extent that Contractor determines that Contractor's laboratory has capacity to do so and Contractor so notifies LDH.

D. Basic Minimum Requirements – ICAR Strike Teams.

Entire ICAR Strike Teams provided by Contractor shall each consist of a minimum of 3 individuals as follows and shall be overseen by Contractor physician(s) specializing in infectious disease:

- (i) A Registered Nurse, or equivalent approved by OPH, with demonstrated infection control experience.
- (ii) Epidemiologist with infection-control knowledge.
- (iii) Sanitarian.

LDH may engage Contractor for an entire team or an individual member, as mutually agreed upon by the Parties and in accordance with the Schedule of Fees.

E. Basic Minimum Requirements – ICAR Strike Teams.

Entire ICAR Strike Teams provided by Contractor shall each consist of a minimum of 3 individuals as follows and shall be overseen by Contractor physician(s) specializing in infectious disease:

- (i) A Registered Nurse, or equivalent approved by OPH, with demonstrated infection control experience.
- (ii) Epidemiologist with infection-control knowledge.
- (iii) Sanitarian.

LDH may engage Contractor for an entire team or an individual member, as mutually agreed upon by the Parties and in accordance with the Schedule of Fees.

F. Reporting.

Contractor will be required to submit to Louisiana Department of Health, Office of Public Health all required reports / supporting documents to meet FEMA reimbursement guidelines. Reports may include, but are not limited to Summary Sheets, Time Logs, Daily Activity Logs, and any other documents that LDH determines necessary. Any such reports should be submitted at the time of invoicing.

EXHIBIT 1 TO SOW

PROGRESS REPORT

Progress Report

Submit in conjunction with invoices showing progress achieved. Duplicate pages as needed. Alternate formats may be used upon approval of the Contract Monitor.

Contact Name: _____

Telephone: () _____ Fax: () _____

Activity (Activities) Performed:

Deliverables Completed:

SCHEDULE OF FEES

COVID-19 Testing Services

1. For each community/mobile testing Team, as more fully described in the SOW, OPH will reimburse Contractor a sum of \$2,750.00 per fully staffed testing team, per day. In order to receive this reimbursement amount, the Contractor must, in good faith, work a minimum of a ten (10) hour shift consisting of consecutive hours or have completed testing of all patients seeking testing at a specific location.
 - a. This reimbursement includes all expenses associated with the testing team including, but not limited to, Personal Protective Equipment (PPE), travel expenses, and meals.
2. For each CFTT, as more fully described in the SOW, OPH will reimburse the Contractor the sum of \$4,207.00 per day, per fully staffed testing team.
3. For each ICAR Strike Team, as more fully described in the SOW, OPH will reimburse Contractor the sum of \$1,450.00 per fully staffed team, per day or at the following hourly rates for individual ICAR Strike Team members:
 - a. Registered Nurse: \$48.00/hour
 - b. Epidemiologist: \$38.50/hour
 - c. Sanitarian: \$28.50/hour
4. For each PCR test that is completed by the testing team's lab, OPH will reimburse Contractor the sum of \$75.00 per completed test. A completed test is defined as a test for which a single result of positive or negative has been returned by a certified lab. OPH shall not reimburse for, and the Contractor shall not bill for, any test that was terminated prior to a result being obtained or any test that was discarded for any reason including, but not limited to, failure of the Contractor to follow proper testing protocols.
5. For each Serological test that is completed by the testing team, OPH will reimburse Contractor the sum of \$50.00 per completed test. A completed test is defined as a test for which a single result of positive or negative has been returned by a certified lab. OPH shall not reimburse for, and the Contractor shall not bill for, any test that was terminated prior to a result being obtained or any test that was discarded for any reason including, but not limited to, failure of the Contractor to follow proper testing protocols.
6. In regards to payment for actual tests, the Contractor shall certify, prior to billing OPH pursuant to this CEA, that it has conducted good faith efforts to determine if an individual that has been tested has private individual/group insurance coverage, Medicare coverage, Medicaid coverage, or is uninsured. Based upon the above determination, the Contractor shall first attempt to receive reimbursement for the test from one of the above sources through an applicable billing process. Contractor agrees not to bill any third party for the cost of testing kits that are provided to Contracting Party by the State or other governmental agency at no cost.
7. Contractor agrees that it will provide its own courier service to deliver specimens to its contracted lab facility for testing.