



**Louisiana Department of Health
Office of Behavioral Health
Eastern Louisiana Mental Health System**

Request for Information (RFI)

For

**Licensed, Certified and Accredited Hospital(s) for 24/7 services that
provide
Inpatient beds for the Severely/Persistently Mentally Ill
Adult Population in the State of Louisiana**

**RFI #: LDH-RFI-INPATIENT PSYCHIATRIC HOSPITAL
SERVICES FOR ELMHS REFERRALS**

**RFI Response due date/time:
MAY 16, 2025 at 4:00 p.m. (CT)**

NOTE: This Request for Information (RFI) is solely for information and planning purposes and does not constitute a solicitation. This information will be reviewed and discussed by the state agency and may result in the advertisement of a formal and competitive Request for Proposal for any or all of the services, in any or all of the indicated regions, included in the RFI.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this RFI identified as such must be clearly marked and will be handled in accordance with the Louisiana Public

Records Act. R.S. 44:1-44 and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

RFI Release Date: Wednesday, May 7, 2025

TABLE OF CONTENTS

A.	Glossary	3
B.	Acronyms	4
1	GENERAL INFORMATION.....	5
1.1	Purpose of RFI	5
1.2	Project Overview	6
2.	ADMINISTRATIVE INFORMATION	7
2. 1	RFI Coordinator	7
2.2	Schedule of Events.....	7
2.3	Response Content.....	7
2.3.1	Executive Summary	8
2.3.2	Corporate Background and Experience	8
2.3.3	Approach and Methodology	8
2.3.4	Cost Terms	9
2.4	Response Instructions	9
2.4.1.	Response Submittal.....	9
2.5	Additional Instructions and Notifications to Responders	10
2.5.1	RFI Addenda/Cancellation.....	10
2.5.2	Ownership of Response	11
2.5.3	Cost of Preparation	11

A. Glossary

Department or LDH: Louisiana Department of Health

Discussions: For the purposes of this RFI, a formal, structured means of conducting written or oral communication/presentations with responsible Responders who submit responses to this RFI.

Must: Denotes a mandatory requirement.

Original: Denotes must be signed in ink.

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

Responder: An individual or organization submitting a response to this RFI.

Shall: Denotes a mandatory requirement.

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

State: State of Louisiana.

Will: Denotes a mandatory requirement.

B. Acronyms

CMS: Centers for Medicare & Medicaid Services

COOP: Continuation of Operations Plan

COT: Community Outpatient Treatment Readiness profile

ELMHS: Eastern Louisiana Mental Health System

FASB: Financial Accounting Standards Board

FTE: Full Time Equivalent

GAAP: General Accepted Accounting Principles

GASB: Governmental Accounting Standards Board

ICF/DD: Intermediate care facilities for Individuals with Intellectual Disabilities

IPS: Inpatient Psychiatric Services

LDH: Louisiana Department of Health

LPN: Licensed Practical Nurse

MCO: Managed Care Organization

OAAS: Office of Adults and Aging Services

OBH: Office of Behavioral Health

OCDD: Office of Citizens with Developmental Disabilities

OPH: Office of Public Health

OWHCH: Office of Woman's Health and Community Health

RFI: Request for Information

SFF: Secured Forensic Facility

SMART: Treatment plans that are Specific, Measurable, Attainable, Realistic and Timely

SOW: Statement of Work

SPJ: Structured Professional Judgment

TJC: The Joint Commission

1 GENERAL INFORMATION

The mission of the LDH (also herein referred to as “Agency” or “LDH”, or “State of Louisiana”) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana with public safety in mind. LDH is dedicated to fulfilling its mission through a direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), the Office of Public Health (OPH), and the Office of Women’s Health and Community Health (OWHCH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

The mission of OBH is to work collaboratively with partners to develop and implement a comprehensive integrated system of behavioral health and healthcare, social supports, and prevention services that promote recovery and resilience for all citizens of Louisiana. OBH assures that public behavioral health services are accessible, family-driven, have a positive impact, are culturally and clinically competent, and are delivered in partnership with all stakeholders.

OBH operates the Eastern Louisiana Mental Health System (ELMHS), a 24-hour mental health care system with approximately 700 licensed hospital beds on two (2) campuses, a Secured Forensic Facility (SFF) group home, an outpatient aftercare clinic in New Orleans, three (3) ICF/DD group homes and a statewide network that monitors approximately 450 conditionally discharged forensic patients. ELMHS treats those persons with severe and persistent mental illness who require increased supervision as compared to what community services can provide, and/or are forensically involved, until they can be served in the least restrictive setting within the community. This population may include clients with behavioral challenges and require ongoing interaction with the court system directly or through conditional release in coordination with community forensic services.

1.1 Purpose of RFI

The purpose of this RFI is to solicit proposals from qualified Responders that can provide 24/7 services for a highly secure, already licensed (or has the ability to be licensed within six (6) months following contract execution), Joint Commission (TLC) accredited, and Centers for Medicare & Medicaid Services (CMS) certified psychiatric hospital(s) with a minimum of 60 licensed inpatient hospital beds for the Severely/Persistently Mentally Ill adult population in the State of Louisiana, to treat and provide services to patients referred by ELMHS, in accordance with the Statement of Work (Attachment 1) which is attached hereto and made part herewith.

The hospital facilities should be readily able to accept all patients referred from ELMHS and the facilities should be established and located in one of nine (9) geographic areas that LDH encompasses (see attached document).

The intent is for such inpatient psychiatric hospital to be a regional hospital, serving the LDH region in which is it located/licensed.

LDH is soliciting proposals from qualified Responders for each of the nine (9) LDH Regions. Each Responder shall indicate the LDH region in which its proposed psychiatric hospital is or would be located. Each response shall indicate only one LDH region. Each response shall indicate if the Responder (corporate owning entity) is proposing to operate the licensed/accredited/certified psychiatric hospital as a main campus site only or a main campus with licensed offsite locations; the Responder shall indicate whether it could have multiple licensed/accredited/certified psychiatric hospitals in that Region should the Department determine such a need for such hospitals exists.

Responders who would like to operate in multiple LDH regions shall submit separate responses for each LDH Region.

1.2 Project Overview

The Louisiana Department of Health (LDH) seeks information from qualified private sector providers who are interested in providing 24/7 services for a highly secure, already licensed, Joint Commission (TJC) accredited, and Centers for Medicare & Medicaid Services (CMS) Certified Psychiatric Hospital(s) with a minimum of 60 licensed inpatient hospital beds for the Severely/Persistently Mentally Ill adult population in the State of Louisiana in each of the nine (9) LDH Regions.

The Louisiana Department of Health reserves the right to increase (or decrease) the number of beds upon mutual consent of the parties entering into those agreements, and pursuant to a formal written amendment to be signed by both contracting parties. These hospital services will be provided at the service provider's existing licensed location(s), or other such location(s) approved by LDH in its sole discretion.

LDH is seeking already existing certified, accredited and licensed inpatient hospital facilities that can accept a minimum 60 inpatient beds each, or facilities that have the ability to become licensed within 6 months of contract execution with subsequent accreditation and certification. The population served is those who are forensically involved, may involve challenging behaviors, and who have been civilly committed subsequent to being found un-restorably incompetent to proceed to trial by a court of law, in accordance with Louisiana Code of Criminal Procedure Article 648B(3). The hospital will provide services only to those patients referred to it from OBH/ELMHS.

2. ADMINISTRATIVE INFORMATION

2.1 RFI Coordinator

Requests for copies of the RFI must be directed to the RFI coordinator listed below:

Jessica Nowlin
Program Monitor-DHH
LDH/OBH Eastern Louisiana Mental Health System
4502 Highway 951
Jackson, LA 70748
Jessica.Nowlin@La.Gov

The Request for Information will be posted on the LaPac website shown here at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and the Louisiana Department of Health at <https://ldh.la.gov/news/category/46>.

2.2 Schedule of Events

Activity/Event	Date
Release Date/Notice of RFI	May 7, 2025
Teleconference* for Questions/Answers To RFI	May 13, 2025, at 1:00 pm CT
Deadline for receipt of RFI Response	May 16, 2025, at 4:00 pm CT

****Note: Responders should contact the RFI Coordinator via email by 4:00 p.m. CT on May 12, 2025, to request teleconference information in order to participate in the teleconference; participation in the teleconference by any Responder is optional.***

The Louisiana Department of Health reserves the right to deviate from this Schedule of Events at any time and without notice.

2.3 Response Content

This RFI and any corresponding contract(s) are necessary to find Responders who can provide inpatient psychiatric hospital services to existing Eastern Louisiana Mental Health System, (ELMHS) patients through referral and/or transfer, as well as new patients referred by the ELMHS for continued psychiatric hospital treatment, in an LDH approved safe and secure hospital location within each of the nine (9) geographic areas that LDH

encompasses, as outlined in the Statement of Work, (See, Attachment 1) in accordance with regulatory agency requirements for inpatient psychiatric hospitals.

Responses shall demonstrate the potential Responder's knowledge and understanding of the involved population and express with detail the ability to provide 24/7 services for a highly secure, licensed, Joint Commission accredited, and Centers for Medicare & Medicaid Services-certified psychiatric hospital with a minimum of 60 licensed inpatient hospital beds for the Severely/Persistently Mentally Ill adult population in the State of Louisiana, in accordance with the Statement of Work (See, Attachment 1).

Each Response shall provide the following information.

2.3.1 Executive Summary

This section will serve to introduce the scope of the response. It shall include administrative information including, at a minimum, Responder's contact name and phone number, email address and any other pertinent contact information. This section shall also include a summary of the Responder's qualifications and ability and willingness to comply with the State's requirements. The summary must also include information as to the Responder's experience in operating a licensed, certified, and accredited psychiatric hospital. The summary shall include information as to whether the Responder has an existing licensed, accredited, and certified psychiatric hospital facility that can be immediately utilized for this RFI/Scope of Work; if not, the summary shall include information regarding timelines for the Responder to obtain a licensed, accredited, and certified psychiatric hospital facility to accomplish the Scope of Work.

2.3.2 Corporate Background and Experience

The Responder shall provide the its corporate entity name and address, as well as the location of the proposed psychiatric hospital and any "doing business as" names of the proposed psychiatric hospital. The Responder shall give a brief description of the company including a brief history, corporate structure and organization and number of years in business. Responders shall also describe their experience with projects of this type with other states or corporate/governmental entities of comparable size and diversity.

2.3.3 Approach and Methodology

The Responders should provide approach and methodology recommended to accomplish the scope of services described. Best practices garnered from previous experience with this scope of services should be described. Provide a list of issues/concerns that were not taken into consideration in the Scope of Services

described herein that you think is important for the agency to consider. Provide alternative solutions for accomplishing the project objectives, if applicable, and any other additional pertinent information.

2.3.4 Cost Terms

ELMHS will refer patients to the licensed, accredited and certified hospital facilities based on availability, need and geographic preference, which will be at the sole discretion of LDH. LDH intends to stagger referral and admission from ELMHS to the designated facility, until that facility reaches full occupancy before beginning referral of patients from ELMHS to the next available facility. Each facility under contract pursuant to the underlying agreement will accept payment at an all-inclusive per diem rate for psychiatric hospitals of \$850.00 per bed per day for the first 20 inpatient beds in the first month of service once the first patient designated to that facility is transferred. Once patient consensus at a facility has reached 18 patients, LDH will then pay for the next 20 inpatient beds, repeating the referral and admission process until the hospital has reached full capacity of a minimum of 60 inpatient beds, which is expected to occur around the four (4) month mark of the initial patient referral from ELMHS. At the start of the fifth month of referral and admission of patients from ELMHS, LDH will thereafter only pay a facility for the number of occupied beds, which process will continue for the remaining duration of the contract. LDH reserves the right to deviate from this process based on the best interest of the State at the time, or as a result of unforeseen circumstances.

Anything to the contrary contained in this Statement of Work notwithstanding, Responder acknowledges and agrees it will enroll in the Louisiana Medicaid Program, and enroll with the Managed Care Organizations (MCOs), and that for eligible Medicaid recipients who are clients of Responder pursuant to the SOW, and who are between the ages of eighteen and through the age of twenty, and sixty-five years of age and older, Contractor shall bill Medicaid directly for those beds and clients. By submitting a Response to this RFI, Responder submits that there are no prohibitions to its enrolling in the Louisiana Medicaid Program.

2.4 Response Instructions

2.4.1. Response Submittal

Responders interested in providing information requested by this RFI must submit responses to Jessica.Nowlin@La.Gov on or before the date and time specified in

the Schedule of Events. Email submissions are the only acceptable method of delivery. Fax, mail and courier delivery shall not be acceptable, and will not receive additional consideration. Responders should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified in the Schedule of Events. State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If Responder's email exceeds these sizes, it is the responsibility of the Responder to send multiple emails to avoid rejection and non-delivery and to ensure that submission is timely.

Responses received after the deadline, corrupted files, and incomplete submissions (e.g. Partial submissions) will not be considered and will not be evaluated.

Virtual Teleconference for Questions and Inquiries regarding the RFI

LDH will host a virtual teleconference for questions, inquiries, and requests for clarification of the content of this RFI. The virtual teleconference will be held on Tuesday, May 13, 2025, at 1:00 p.m. (CT). Any interested Responder that desires to participate in the virtual teleconference must send notification by email to Jessica.Nowlin@La.Gov by 4:00 pm (CT) on Monday, May 12, 2025. Access/link information to the virtual teleconference will be provided to all interested Responders that send a timely email to Jessica.Nowlin@La.Gov.

LDH is not accepting written questions, inquiries, or requests for clarification to this RFI; rather, the virtual teleconference is the only available mechanism for questions, inquiries, or requests for clarification to this RFI.

Official responses and answers to all inquiries, questions, and requests for clarification will be handled in the virtual teleconference. A summary of such responses/answers may be posted on the LDH website by the RFI Coordinator after the virtual teleconference. Only the RFI Coordinator has the authority to post such official summary; any communications from any other individuals shall not be binding on LDH or the state.

2.5 Additional Instructions and Notifications to Responders

2.5.1 RFI Addenda/Cancellation

The State reserves the right to revise any part of the RFI by issuing an addendum to the RFI at any time. Issuance of this RFI, or subsequent addendum, (if any) does not constitute a commitment by the State to issue an RFP or any other process resulting in award of a contract of any type or form. In addition, the State may cancel this informal process at any time, without penalty.

2.5.2 Ownership of Response

The materials submitted in response to this request shall become the property of the State.

2.5.3 Cost of Preparation

The State shall not be liable for any costs incurred by Responders associated with developing the response, preparing for discussions (if any) or any other costs, incurred by the Responders associated with this RFI.

ATTACHMENT I

Statement of Work

1.0 Overview

The Louisiana Department of Health (**LDH**) seeks to enter into contract(s) (Agreement(s)) with (Contractor(s)) to provide 24/7 services in a highly secure, Joint Commission (TJC) accredited, and Centers for Medicare & Medicaid Services (CMS) Federally Certified Psychiatric Hospital(s) with a minimum of up to sixty (60) licensed inpatient hospital beds per location for the Severely/Persistently Mentally Ill adult population in the State of Louisiana (**State**). The population served will be adult males and females who are forensically involved, and may involve challenging behaviors and who have been civilly committed subsequent to being found un-restorably incompetent to proceed to trial by a court of law, in accordance with Louisiana Code of Criminal Procedure Article 648B(3).

1.1 Goals and Objectives

The State of Louisiana, through LDH, desires to have Contractor provide inpatient psychiatric services to existing Eastern Louisiana Mental Health System, (**ELMHS**) patients through referral and/or transfer, as well as new patients referred by the ELMHS for continued psychiatric hospital treatment, in an LDH approved safe and secure licensed certified and accredited psychiatric hospital location, in accordance with regulatory agency requirements for inpatient psychiatric hospitals.

2.0 Background

The mission of the LDH is to protect and promote health and access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana with public safety in mind. LDH is dedicated to fulfilling its mission through a direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of the Medical Vendor Administration (**Medicaid**), the Office for Citizens with Developmental Disabilities (**OCDD**), the Office of Behavioral Health (**OBH**), the Office of Aging and Adult Services (**OAAS**), the Office of Public Health (**OPH**), Office of Surgeon General (**OSG**), and the Office of Women's Health and Community Health (**OWHCH**). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

The mission of OBH is to work collaboratively with partners to develop and implement a comprehensive integrated system of behavioral health and healthcare, social supports, and prevention services that promote recovery and resilience for all citizens of Louisiana. OBH assures that public behavioral health services are accessible, family-driven, have a positive impact, are culturally and clinically competent, and are delivered in partnership with all stakeholders.

OBH operates the ELMHS, a 24-hour mental health care system with approximately 700 licensed beds on two (2) campuses, a Secured Forensic Facility (SFF) group home, an outpatient aftercare clinic in New Orleans, three (3) ICFDD group homes and a statewide network that monitors approximately 450 conditionally discharged forensic patients. ELMHS treats those persons with severe and persistent mental illness who require increased supervision as compared to what community services can provide, and/or are forensically involved, until they can be served in the least restrictive setting within the community. This population may include clients with behavioral challenges and require ongoing interaction with the court system directly or through conditional release in coordination with community forensic services.

3.0 Required Qualifications – Per Location

- Contractor shall have a comprehensive, operational strategy in place at the organizational level to ensure compliance with applicable state and federal rules guiding program operation and management on a routine basis and when new laws or regulations are enacted in the provision of inpatient mental health care.
- Contractor shall have on staff one (1) board-certified Medical Director and two (2) experienced forensically trained psychiatrists, with an added qualification in forensic psychiatry by the American Board of Psychiatry and Neurology, and/ or a minimum of three (3) years' experience in treating forensic patients at ELMHS. Additionally, one shall serve as the chief of staff/medical director. All three forensic psychiatrists shall be compliant at all times with applicable professional licensing requirements, and shall be available to testify in civil commitment court proceedings on site or through telehealth.
- Contractor shall provide transportation to and from off-site, in person court hearings as required. This transport process must be approved by the ELMHS Community Forensic Services Department and LDH Bureau of Legal Services. Transportation shall be reimbursed in accordance with the current rate per mile allowed by the Internal Revenue Service.
- Contractor will cooperate with and provide all reasonably necessary support to LDH on judicial commitments, including but not limited to the following:
 - (a) Contractor will allow LDH Legal to communicate directly with the treating physicians for all patients for which Contractor provides services under this Agreement, and the treating psychiatrists will make themselves available to LDH Legal for the purposes of preparing for any needed judicial commitments.
 - (b) The treating forensic psychiatrists will provide reports to court for all judicial commitments to LDH at least ten (10) business days prior to expiration of the previous judicial commitment.
 - (c) The treating forensic psychiatrists shall be available to testify for all judicial commitment hearings without a subpoena.
 - (d) Contractor will timely provide to LDH and/or LDH Legal, when requested, any and all necessary documentation for the judicial commitment process.

- Contractor shall maintain compliance with regulatory agency requirements required for a psychiatric hospital treatment facility (i.e. TJC, Federal Certification and LDH State Licensing).
- Contractor shall have an LDH/ELMHS approved effective business continuity, disaster recovery and emergency preparedness and management plan including continuity of operations plan in place, which ensures operations are not interrupted when a disaster or a state of emergency is declared by the State, including demonstrated strategies for the provision of uninterrupted care prior to an impending emergency/disaster.
- Contractor shall have an effective continuous quality improvement/management system, which adequately meets quality standards as required by regulatory agencies (TJC, CMS, federal certification and state licensing).
- Contractor shall have an effective patient grievance management system which operates in accordance with State and federal rules, resolves filed grievances in a timely and appropriate manner, and includes tracking and trending of grievances and quality of care concerns to identify and address issues on a systemic basis.
- Contractor shall have an effective utilization management and care management system including discharge planning which meets standards as required by regulatory agencies (TJC, CMS, federal certification and state licensing).
- Contractor shall have processes and procedures in place which allow for real-time oral and signing interpretation services free of charge to patients while meeting timely access standards.
- Contractor shall have an electronic health record system, which includes patient health records, which supports the functions of all programs and services provided, and which may include
 - data exchange with external agencies;
 - electronic and manual claims processing and administration;
 - claims/encounter storage;
 - provider network management;
 - utilization management; and
 - quality of care information
- Contractor shall have a system for grievances and appeals that complies with applicable regulatory and accreditation standards.
- Contractor shall provide all inpatient care services to patients in accordance with individualized treatment plans provided by a multi-disciplinary treatment team, based on comprehensive assessments that address all major life areas and focuses on the strengths and needs of each patient.
- Electronic monitoring via “smart watch technology” is encouraged to ensure safety and detect potential elopements; however, it is not intended to take the place of in person monitoring and security.

3.1 Reporting

Contractor will submit any and all required monthly invoices to LDH and ELMHS for services provided in the prior monthly billing period, describing progress of all

Deliverables and services rendered to all patients in its care during the reporting month. Said invoices shall include patients, names, dates of service, service provided, etc., and shall be due on or before the 15th day following the close of each monthly billing period or partial monthly billing period during the term of the Agreement. Payment by LDH shall be on a net fifteen (15) days basis measured from the date of the timely received and properly documented invoice, unless ELMHS objects in writing, with a copy to Contractor, within seven (7) days or receipt. Any objection shall specify in detail the basis of the objection. Contractor shall respond in writing to the objection within seven (7) days, and LDH shall make a final decision thereon within seven (7) days of receipt of Contractor's response. LDH shall pay any portion of Contractor's invoice to which ELMHS does not object as provided in herein.

3.2 Financial Reporting

- Contractor shall be responsible for maintaining detailed accounting records in accordance with General Accepted Accounting Principles (GAAP), Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), Code of Federal Regulations and/or Single Audit Act, as well as any other rules/regulations applicable to inpatient hospital settings, management services and those receiving pass-through federal funds.
- Upon completion of all Deliverables detailed in this Statement of Work, Contractor will be reimbursed a set per diem rate of eight hundred fifty dollars (\$850.00) dollars per occupied inpatient day, which per diem shall be inclusive of all costs of direct care, directly or indirectly related to manage and operate said facility, excepting for direct costs of travel which shall be separately reimbursed at actual cost without increase or mark-up as provided in this Agreement.

4.0 Detailed Requirements - Deliverables

- ❖ **Operations and Management:** Contractor shall provide and manage Inpatient Psychiatric Services (IPS) to patients transferred and/or referred by ELMHS to Contractor's approved location for continued psychiatric hospital treatment. Each patient shall be screened by Contractor's Staff Psychiatrist and admissions department to assure that level of care needs can be met, and Parties acknowledge and agree that any rejection and/or return of any patient shall be subject to the peer-to-peer review and mutual agreement by the Parties to this agreement, as described below. These services shall be conducted in a safe and secure manner at the designated location in Louisiana in accordance with regulatory agency requirements for inpatient psychiatric hospitals. This includes each Contractor being able to manage and maintain the facility so as not to jeopardize any applicable licenses and certifications of their locations to provide inpatient psychiatric hospital services.
 - Contractor shall obtain and maintain in full force and effect any and all other licenses and permits necessary for any such use over its

personnel. Contractor shall ensure that the inpatient hospital complies in all material respects with all governmental laws, ordinances and regulations applicable to such use and shall promptly comply with all governmental/regulatory agency orders and directives for the correction, prevention and abatement of survey tags and other deficiencies on a timely basis. Contractor shall be the sole contact entity by and through which all communication, correspondence and contact with all State and Federal administrative and regulatory agencies having administrative and regulatory control of licensed inpatient hospital in the State of Louisiana is conducted. Although Contractor is the sole contact for all communication, correspondence and contact with State and Federal administrative and regulatory agencies, ELMHS shall be copied by each Contractor on all correspondence pertaining to the inpatient hospital and related to the services to be provided herein. Contractor shall cooperate fully with ELMHS and Contractor shall provide to ELMHS copies of all relevant correspondence, survey results, sanctions, and notices related to the operation of the inpatient hospital; copies shall be provided within 10 business days of receipt.

- Contractor agrees to service and treat up to sixty (60) male and/or female residents upon referral by ELMHS or LDH. However, LDH reserves the right to increase this amount beyond sixty (60) residents with mutual consent of the contractor and completion of a written amendment signed by the parties. Unlike some other civilly committed mental health patients, many of these patients must remain hospitalized for extended periods of time due to risk factors related to their forensic history. At least biannually, or when requested by LDH, or the LDH attorneys, or when ordered by the court, Contractor shall complete Physician Reports to Court (**PRCs**) and shall engage in regular and routine collaboration and communication with LDH attorneys, ELMHS Community Forensic Services Department, and District Forensic Coordinators (**DFCs**) for each patient. Further, all patients must be housed in the designated secure facility, and Contractor shall transport these patients to and from court proceedings as necessary and for special medical services, securely and safely, in accordance with applicable industry standards, if and when necessary. Contractor shall have the proper staff/personnel, equipment, and vehicles necessary to effectuate such transport. At all times, Contractor must be able to:
 - Provide inpatient psychiatric/mental health services in the State of Louisiana.
 - Accept patients referred by ELMHS or LDH, subject to the rejection and return provisions otherwise stated in this Agreement, up to the facility's agreed upon capacity of up to sixty (60) residents or more upon mutual consent of the parties.
 - The facility may reject or return a patient back to ELMHS, following a peer-to-peer review by both Parties and mutual agreement thereto,

should there be a reasonable determination by the Medical Director or attending Psychiatrist that there exists a need for a higher level of care than Contractor is capable of providing and such rejection and/or return is reasonably approved by ELMHS, or where a patient has ongoing documented behavioral regression not related to expected transitional stress that places continuation of the housing and treatment of said patient to not be in the best interest of the Contractor and the State. Upon said mutual approval by the Parties, following such a rejection or return determination, Contractor will immediately accept the next substituted patient referred by ELMHS.

- In the event the parties are unable to reach mutual agreement on the acceptance or return of a patient, the matter shall be referred to Louisiana Surgeon General or his designee, whose decision shall be final.
- Provide separate male and female living accommodations and programming for all accepted psychiatric patients.
- Maintain a safe, secure, and therapeutic environment conducive to providing care for forensically involved patients, or patients with severe mental illness who have aggressive/difficult behavioral issues.
- Develop security procedures/protocols that ensure the physical custody of each patient is maintained at all times.
- Ensure that all environmental aspects of the facility are adequate to meet CMS, federal certification and state licensure requirements (i.e. ligature resistant environment, seclusion rooms, etc.), and are secure enough to provide physical custody of patients at all times. Contractor shall reasonably provide additional security measures that exceed the security measures required of Inpatient Psychiatric Hospitals if deemed necessary by the facility's security risk assessment that is shared and reviewed collaboratively by both parties.
- Ensure a comprehensive environment of care program is in place including adequate maintenance services, infection control services, custodial services, and any other services needed to maintain a safe and therapeutic facility environment at all times. Specifically, contractor shall ensure the physical plant environment is maintained in accordance with CMS, federal certification, TJC and state licensure standards.
- Maintain operations such that state licensure requirements and CMS federal certification are maintained and not negatively impacted.
- Develop and maintain on an annual basis, specific, measurable, and time-limited programmatic goals/outcomes with planned action steps toward their completion.

- Provide a copy of all policies and procedures that outline all programmatic and operational functions of the hospital that affect residents, at least thirty (30) days prior to the admission of the first patient.
- Maintain proof of licensure, certification, and/or any other credentials necessary for professional staff to perform services.
- Provide directly, or through subcontracting, the following professional departments, services, facilities and functions, with staffing levels sufficient to provide each patient with assessments at a frequency that meets all applicable regulatory requirements:
 - Contractor shall develop a “Level System” for admitted civil patients that is to be approved by ELMHS in its sole discretion, and ensure it is applied as written.
 - Treatment Team Assignment/Assessments: Contractor shall ensure all intake assessments are completed by a psychiatrist, medical doctor, registered nurse, social worker, recreational therapist, and dietician. Contractor shall assign a specific group of clinical staff inclusive of at least a psychiatrist, nurse, and social worker per patient.
 - Service Plan Development: Contractor shall ensure that each patient will be assessed and have an individual treatment/service plan developed within ten (10) days of admission. The individual treatment/service plans will be developed by the treatment team with the patient. Each plan will be updated at thirty (30) days then every sixty (60) days thereafter for 1 year; after one (1) year, the plans will be updated every ninety (90) days. Treatment plans must be developed to include the patient’s mental health diagnosis, any medical diagnosis, current and long-range discharge barriers, and any other identified issues. The treatment plans must be Specific, Measurable, Attainable, Realistic, and Timely (SMART).
 - Program Activities: Contractor will provide the necessary supportive counseling and skills training necessary to assist the patient in achieving individual treatment goals. At a minimum the Contractor must have recreational therapy therapists, social service staff, nursing staff, and any other needed clinicians to provide these therapeutic counseling and skills training, and other leisure activities necessary for the patient’s overall treatment and wellbeing.
 - Discharge Requirements: A risk assessment must be completed prior to discharge in conjunction with the forensic treating psychiatrist and psychologist. Minimum testing must be completed to include HCR-20, as a comprehensive set of guidelines for violence risk assessment and management based on the Structured

Professional Judgement (**SPJ**) assessment model, and Community Outpatient Treatment Readiness Profile (**COT**) prior to discharge. Contractor will ensure that discharge into the community occurs only after a total consensus is reached between the Contractor's treatment team and ELMHS' Community Forensic Services Department, along with any required court intervention. All discharge planning and discharge processes must be such that they do not conflict with ELMHS' discharge planning and process, and must meet the CMS federal certification requirement for aftercare and follow-up. For all 648B(3) clients, Contractor will provide LDH, ELMHS and the applicable court with notification of intent to discharge prior to the discharging of said clients.

- Quality Assurance: Contractor agrees to establish quality assurance committees and develop program evaluation formats, which, if not compliant with CMS federal certification and TJC standards, shall be submitted to ELMHS for approval.
- Team Meetings: Contractor will ensure that all treatment team meetings/ staffing with the patient occur weekly for the first eight (8) weeks, then at least once per month thereafter.
- Satisfaction Surveys: Contractor will develop a consumer satisfaction survey for measuring patient satisfaction with the services provided. If not compliant with CMS federal certification and TJC standards, surveys shall be submitted to ELMHS for approval. Contractor must submit monthly monitoring reports regarding the results. Surveys shall be conducted with a sample of current/existing patients at the time of survey, as determined by ELMHS, and on all discharging patients.
- The \$850.00 per diem rate paid to Contractor per occupied inpatient day shall be inclusive of any and all costs of any kind whatsoever, to operate and manage said facility, excepting transportation costs which shall be separately reimbursed as provided in this Agreement. Therefore, all other services/requirements outside of this Agreement are to be provided at Contractor's sole expense.

❖ **Manager Repairs and Maintenance:** Subject to ordinary wear and tear, Contractor shall keep and maintain in good repair and condition and repair/replace as required or necessary, all portions of their facilities, including but not limited to the windows, glass/plexiglass, doors and special store front, exterior walls, roof, foundations, interior walls and finish work, floors and floor covering, gutters, heating and air-conditioning systems, dock boards, plumbing work and fixtures,

parking and driveway areas, and shall take good care of the facility and its fixtures, and suffer no material waste so that the premises shall remain tenantable as a licensed inpatient hospital with the specification set by the State of Louisiana and its regulatory agencies for a licensed inpatient hospital and will comply with all Life Safety Code Requirements in effect hereafter, all fire ordinances and regulations, and all environmental rules and regulation, Contractor shall water, fertilize, and maintain the grounds around the buildings on the premises, including the mowing the grass, care of shrubs, trees and general and shall keep the parking areas, driveways and alleys and the whole of the premises in good condition. The reasonable expenses of so doing shall be deemed operating expenses of the inpatient hospital facility.

- ❖ **Insurance:** Contractor shall purchase and maintain for the duration of the contract, professional liability insurance, including medical malpractice insurance, which shall have a minimum limit of \$1,000,000 or enrollment of the hospital facility as a qualified healthcare provider in the Louisiana Patient's Compensation Fund. The date of the inception of the policy shall be no later than the first date of the anticipated work under the Agreement. Said policies shall provide coverage for the duration of each contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Agreement. Contractor shall also provide insurance for all operating and service personnel for the proper operation and maintenance of the Hospital Facility. Commercial General Liability insurance, including Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000.00 and a minimum general annual aggregate of \$2,000,000.00. Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000.00. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data or patients' PHI shall have a minimum limit per occurrence of \$1,000,000.00.
- ❖ **Employment and Personnel:** Contractor shall have the full responsibility for recruiting, hiring, discharging, training, promoting, assigning and setting compensation levels and appropriate fringe benefits for employees including group hospitalization insurance, and workers' compensation with a minimum limit of \$1,000,000.00 per accident, per disease, per employee. All such personnel shall be employees of each Contractor. Reasonable compensation and benefits for such employees, including subcontractors, shall be an operating expense of the inpatient hospital. Contractor is responsible for preparation and filing of all necessary reports with respect to withholding taxes, Social Security taxes, unemployment insurance, disability insurance, group hospitalization, the Fair Labor Standards Act, and all other statements and reports pertaining to employees. Hiring of currently employed ELMHS individuals (full or part-time) or individuals that have been employed by ELMHS (full or part-time) within 12-months is not allowable unless approval is obtained, in advance, from the ELMHS CEO or designee. Each Contractor shall provide and enforce a corporate compliance plan to ensure compliance by facility staff with all applicable laws and regulations and,

to carry out this function, shall assign a Compliance Officer who shall report to Contractor's designated representative. Contractor shall provide direct care mental health workers under the supervision of nursing services to provide 24 hour supervision and security, including a minimum ratio of one (1) direct care staff to eight (8) patients. Additional staff must be available at all times for a sufficient relief factor to address staff absences and/or patient acuity based on psychiatrist ordered observation level. This would include one (1) additional staff for every patient placed on special 1:1 precautions/observations, including, but not limited to the following:

- Medical Services, which may be contracted to an outsourced qualified individual or group, that will provide primary/routine health care on a day-to-day basis, and ensure each patient gets any needed specialty care; and Laboratory services, which may be contracted to an outsourced qualified provider in accordance with Clinical Laboratory Improvement Amendments of 1988. Contractor shall develop and maintain an initial orientation, training, and competency assessment process, and annual refresher trainings and competency assessments for all staff which must be approved by ELMHS at least seven (7) days prior to the admission of first patient, which approval shall not be withheld or delayed outside of normal operating management review and considerations. Contractor shall have a Medical Staff Committee and Medical Staff Rules, Regulation and Bylaws that meet federal certification, TJC and State requirements. Medical Staff Rules and Regulations, Credentialing and Privileging may occur in coordination with ELMHS processes with duplicate files held in a secure location at the Contractor's facility for surveying purposes.
- Psychiatric services provided shall be frequent and adequate enough to minimally provide each patient with individual staffing with a psychiatrist at a minimum of once per week for the first eight (8) weeks and then at least once per month thereafter. These services may be rendered via Telemedicine, as long as facility Medical Staff Bylaws are met under the terms and conditions of such services and practitioners that provide such service have privileges therefor approved by the hospital Medical Staff and the hospital governing body as required by the Bylaws of the facility. Psychiatric services must be provided additionally upon any deterioration of the patient's condition or for weekly staffing of patients placed on special precaution, and must be frequent and sufficient enough to ensure completion of at least semi-annual reports to court, or more frequently if ordered by a court, or court appearances as needed.
- Contractor shall supply a minimum of sixty (60) hours per week of forensic psychiatric services.
- At a minimum, the forensic psychiatrist selected as Chief of Staff must be on site six (6) hours per two-week period, with a minimum of twenty (20) hours per week via on site and/or telemedicine services, inclusive

of the foregoing referenced six (6) hours.

- Additionally, treating forensic psychiatrists shall be on-site at Contractor's facility a minimum of six (6) hours per two-week period, with a minimum of twenty (20) hours per week via on site and/or telemedicine services, inclusive of the foregoing referenced six (6) hours.
- Psychological services shall be provided by licensed psychologists. Minimum of one (1) licensed PhD level psychologist, and at least two (2) master level psychologists are required.
- Contractor shall provide nursing services, including a full-time qualified Director of Psychiatric Nursing Services, and an Assistant Director of Psychiatric Nursing Services, providing 24-hour nursing coverage, with an adequate number of licensed nurses to provide the nursing care necessary under each patient's active treatment plan in a safe and secure manner at all times. A minimum of one (1) registered nurse must be assigned to each individual patient unit/hall/dormitory, and a sufficient number of Licensed Practical Nurses (LPNs) must be assigned to assist. Additional nursing staff must be available at all times for a sufficient relief factor to address staff absences and/or patient acuity per facilities governing board-approved staffing matrix.
- Social Services shall also be provided, which requirements shall include a director who is a licensed clinical social worker and is experienced in the social service needs of the mentally ill. Staffing should be at a ratio of no more than 30 patients per social worker or as required by licensing and certification standards.
- Therapeutic Recreational Therapy shall be provided by therapeutic recreational specialists in adequate numbers to meet the therapeutic activity needs of the patients served and adjusted accordingly on a regular basis to meet or exceed the determined needs.
- Additional Services which shall be provided:
 - Pharmaceutical services which shall be administered by licensed pharmacists.
 - Vocational rehabilitation services.
 - Radiological services.
 - Nutritional and therapeutic dietetic and food services.
 - Medical record services.
 - Quality assessment and improvement.
 - Physical environment services including maintenance, safety and custodial.
 - Infection Control/Employee Health.
 - Respiratory care services.

4.1 Personnel Qualifications

Contractor's personnel shall meet all applicable hospital licensing requirements imposed by state and federal laws, as well as all professional licensing requirements imposed by relevant professional licensing boards for individual professionals. Contractor will ensure that their personnel undergo background checks and are not excluded from the federal exclusion list and otherwise meet all federal and state law requirements.

4.2 Communication

Contractor will communicate verbally with the contract monitor, ELMHS Community Services Department, ELMHS Administration, and LDH attorneys as needed to ensure the smooth operation of services. When reasonably necessary, additional meeting requests over and above the agreed upon standard monthly frequency shall be submitted to the other Party in writing with all effort for said additional meeting requests to be performed during normal operating circumstances, emergency situations excepted. Additional monthly meetings may be necessary, above and beyond regular contract monitoring and reporting.

4.3 Timelines

Contractor will submit all required reports within the earlier of thirty (30) days or the timeframes provided herein. Any changes to the timelines for reports will be presented to each Contractor in writing at least fifteen (15) days prior to the change(s) and may require an amendment of this Agreement.

4.4 Location/Hours of Operation

The location of the operation will be at Contractor's LDH approved and properly licensed location. The hours of operation will be 24 hours a day on a continuous basis.

4.5 Inspection

1.3 The State and its agents and representatives, including but not limited to LDH Health Standards Section, the LDH Office of Behavioral Health and ELMHS, shall have the right to enter and inspect the respective premises at any time for the purpose of ascertaining the condition of the premises and ascertaining the care and services provided to the residents.

4.5.1 Performance Requirements

Performance standards shall be determined by ELMHS and LDH and shall require Contractor to perform all work in accordance with the services listed in Part 4, above: "Detailed Requirements – Deliverables". The assigned contract monitor will review compliance with performance standards no less than monthly. Performance standards include but are not limited to the following:

- The Contractor shall manage operations in a manner such that Hospital licensure and federal certification and joint accreditation /TJC certification are not negatively impacted through-out the term of this Agreement.

- The Contractor shall follow all required standards of Hospital licensure and CMS federal certification/TJC.
- The Contractor shall follow the established timeline to expediently increase its patient count based on the number of referrals received from ELMHS.

4.6 Termination

4.6.1 Termination

The State has the right to terminate this Agreement immediately for any of the following reasons: (a) misrepresentation by Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 *et seq.*) and its corresponding regulations; (f) any listed reason for debarment under La. R.S. 39:1672; or (g) loss of hospital license, accreditation and/or certification.

4.6.2 Termination for Cause

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

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement, provided that a Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

4.6.3 Termination for Convenience

Either party may terminate a contract for convenience at any time (1) by giving one hundred twenty (120) days written notice to the other party of such termination; or (2) by negotiating with the other party an effective date for such termination for convenience. The State shall pay a Contractor as provided in Section 4.10 and for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

4.6.4 Termination for Non-Appropriation of Funds

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, said contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. In the event of termination for non-appropriations of funds, Contractor shall be entitled to payment as provided in Section 4.10.

4.7 Liability and Indemnification

4.7.1 Liability of the Parties

Each party shall be liable without limitation to the other for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the party, its owners, agents, officers, employees, partners, contractors, or subcontractors.

4.7.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (**COOP**), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under said contract.

4.7.3 Indemnification

Each party (**Indemnitor**) shall fully indemnify and hold harmless the other, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, loss of licenses, certifications or otherwise, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Indemnitor, its owners, agents, employees and subcontractors. Indemnitor shall not indemnify for the portion of any loss or damage arising from the indemnified party's act or failure to act.

4.7.4 Intellectual Property Indemnification

In addition to the foregoing, each party (**IP Indemnitor**) shall fully indemnify and hold harmless the other party, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the IP Indemnitor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, to the indemnified party as reasonably required.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if a IP Indemnitor believes that it may be enjoined, said IP Indemnitor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the indemnified party the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the indemnified party monetary compensation for all payments made under the Agreement related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, said IP Indemnitor remains in default.

The IP Indemnitor shall not be obligated to indemnify that portion of a claim or dispute based upon the indemnified party's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by the IP Indemnitor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

4.7.5 Limitations of Liability

In no circumstance shall either party be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

4.7.6 Other Remedies

If a party fails to perform in accordance with the terms and conditions of this Agreement, or if any lien or claim for damages, penalties, costs and the like is asserted by or against a party, then, upon notice to the other party, a party may pursue all remedies available to it at law or equity, including retaining monies from amounts due said party.

4.8 Insurance

Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by said Contractor, its agents, representatives, employees or subcontractors.

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Agreement in accordance with the Insurance Requirements for Contractor **Attachment B**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. Contractor shall maintain the insurance as specified shown in **Attachment B** for the full term of the Agreement. Failure to comply shall be a cause for termination as provided in Section 4.7.2.

4.9 No Employee Relationship

Without additional costs to the State, Contractor will ensure that it always has available staff/employee(s) to provide the services under this Agreement and will provide replacement staff/employee(s) if one becomes incapable of providing the services for any reason.

Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the State. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the State shall be that of an Independent Contractor and not as employees or agents of the State. Contractor shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as, but not limited to, Social Security, unemployment, workers' compensation, disability insurance, FMLA, and federal and state withholding. Contractor shall indemnify the State for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

4.10 Transition Plan

Contractor shall work with the State to create a takeover/ transition plan which outlines the procedures and timelines to ensure continuity of services in the event of termination of this Agreement or award of any contract to another Contractor. The takeover/ transition plan must include procedures that shall, at a minimum, comply with the following stipulations:

- Upon completion of the Agreement or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of the Agreement shall become the property of LDH. In regards

to patient's complete medical record, Contractor shall provide the same to LDH in an approved electronic format.

- In the event of contract termination, or as requested, Contractor shall transfer all data and non-proprietary systems to LDH or the new Contractor, as directed by LDH, and within the agreed upon time frame;
- The takeover/transition plans must be adhered to within thirty (30) calendar days of written notification of contract termination, unless other appropriate times have been mutually agreed upon by both Contractor and LDH.

In the event of termination of this Agreement by either party, Contractor shall be paid as provided herein for each patient at the agreed-upon per-diem rate that remain under the care of the facility, until such time as all patients have been placed back into the custody of the State, provided that, due to the nature and population of patients the minimum patient payment will be form twenty (20) patients a day until the last patient has been discharged from the facility..

4.11 Payment Terms

ELMHS will refer patients to Contractor's licensed, accredited and certified hospital facilities based on availability, need and geographic preference, which will be at the sole discretion of LDH. LDH intends to stagger referral and admission from ELMHS to the designated facility, until that facility reaches full occupancy before beginning referral of patients from ELMHS to the next available facility. Each facility under this Agreement will be guaranteed payment as provided in herein, for the first 20 inpatient beds in the first month of service once the first patient designated to that facility is transferred. Once patient census at a facility has reached 18 patients, LDH will then pay for the next 20 inpatient beds, repeating the referral and admission process until the hospital has reached full capacity of a minimum of 60 inpatient beds, which is expected to occur around the four (4) month mark of the initial patient referral from ELMHS. At the start of the fifth month of referral and admission of patients from ELMHS, LDH will thereafter only pay a facility for the number of occupied beds, which process will continue for the remaining duration of the Agreement.

Anything to the contrary contained in this Statement of Work notwithstanding, Contractor acknowledges and agrees it will enroll in the Louisiana Medicaid Program, and enroll with the MCO's, and that for eligible Medicaid recipients who are clients of Contractor pursuant to this SOW, and who are between the ages of (1) eighteen and twenty, or (2) sixty-five years of age and older, Contractor shall bill Medicaid directly for those beds and clients, provided that LDH shall reimburse Contractor for services hereunder to clients who are Medicaid eligible when Medicaid reimbursement for those services is denied by LDH or the client's MCO, and such denial is final. Further, Contractor and its providers may bill Medicaid for professional services provided to eligible Medicaid recipients.