STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
PROCUREMENT NOTICE

The State of Connecticut Department of Social Services, which is the State's sole Medicaid Agency, is requesting proposals from qualified organizations with a minimum of three (3) years of demonstrated experience in the leadership and operational success of administering Non-Emergency Medical Transportation services to Medicaid Clients or other populations.

This Request for Proposals presents an exceptional opportunity for an organization with knowledge of the administration of Non-Emergency Medical Transportation services to provide such services to qualified clients **statewide**. The resultant contract period is anticipated to begin **September 1, 2011,** with the first four (4) months as start-up months being dedicated entirely to the successful transition and implementation of the Non-Emergency Medical Transportation Program. The fully operational program shall begin **January 01, 2012**.

The resultant contract is expected to be a five (5) year contract, **09/01/2011** - **08/31/2016**, with the potential for two (2), one-year extensions.

The Department of Social Services will fund **one (1) organization** to administer the Non-Emergency Medical Transportation Program to clients statewide.

Potential Proposers must submit a Mandatory Letter of Intent to the Department no later than 3:00 PM Local Time on **June 14, 2011**. Failure to submit the Mandatory Letter of Intent in a timely manner will preclude the Proposer from further consideration. Proposal submissions must be received at the Department no later than 3:00 PM Local Time on **July 14, 2011**. Proposal submissions received after the stated due date and time may be accepted by the Department as a clerical function but will not be evaluated. Proposals that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which the proposals will be destroyed.

All proposals must be in sealed envelopes or sealed boxes clearly identified as:

"Non-Emergency Medical Transportation Request for Proposals"

(NEMT RFP)

A Request for Proposals Conference will be held at the Department of Social Services (Department/DSS) located at 25 Sigourney Street Hartford, CT 06106, on **June 09, 2011 @ 10am-12pm** in the Mezzanine Level Room 2 to answer questions from prospective Proposers to clarify the Request for Proposals. Interested bidders are encouraged to attend.

A photo I.D and signature is required at the security desk for entry into the conference.

The Request for Proposals (RFP) is available in electronic format on the State Contracting Portal at **http://das.ct.gov/Director.aspx?Page=12** or from the Department's Official Contact:

Name:	**Marcia McDonough**
Address:	**25 Sigourney Street Hartford, CT 06106**
Phone:	**860.424.5214**
Fax:	**860.424. 5800**
E-Mail:	**Marcia.McDonough@ct.gov**

The RFP is also available on the Department's website at

|http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=|

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I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name or Number.** Non-Emergency Medical Transportation Request for Proposals (NEMT RFP), NEMT_RFP_052611.

2. **Summary.** The State of Connecticut Department of Social Services, (Department/DSS) which is the State's sole Medicaid Agency, is requesting proposals from organizations with a minimum of three (3) years of demonstrated experience in the leadership and operational success of administering Non-Emergency Medical Transportation (NEMT) services to eligible Medicaid Clients or other populations.

3. **Synopsis.** This RFP presents an exceptional opportunity for an organization with knowledge of the administration of NEMT services to provide such services to eligible clients statewide. The resultant contract period is anticipated to begin **09/01/2011 with the first four (4) months as start-up months** being dedicated entirely to the successful transition and implementation of the NEMT Program. The fully operational NEMT Program is expected to begin **01/01/2012**.

   The resultant contract is expected to be a five (5) year contract, **09/01/2011-08/31/2016**, with the potential for two (2), one-year extensions.

   The Department/DSS will fund **one (1) organization** to administer the NEMT Program to eligible clients statewide.

4. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:

   0098: Medical Services
   2000: Community and Social Services

B. ABBREVIATIONS / ACRONYMS / DEFINITIONS

The following definitions apply to this Request for Proposals:

1. "Abuse"

Transportation Provider and/or Broker practices that are inconsistent with sound fiscal, business or medical practices that result in an unnecessary cost to the State of Connecticut, medical harm to the client, or a pattern of failing to provide medically necessary services required by a contract resulting from this RFP. (Client practices that result in unnecessary cost to the State of Connecticut also constitute abuse).

2. "Action"

The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial, in whole or in part, of payment for a service; the failure to provide services in a timely manner, as defined by the Department; the failure of a Broker to act within the timeframes for authorization decisions set forth in this RFP and a resultant contract.

3. "Additional Stop"

All trips have one pickup point and one drop-off point. An additional stop is a pickup point or drop-off point other than the initial pickup and final drop-off points. Additional stops occur when multiple clients are transported during a single trip.

4. "Administrative Hearing"

A formal review by the DSS that occurs after the Broker and a Medicaid member have failed to find mutual satisfaction concerning decisions rendered such as denials, reductions, suspensions, terminations or appropriate levels of service.

5. "Administrative Services Organization (ASO)"

An organization contracted with the Department to provide administrative and related services, including but not limited to claims payment/management, utilization management, quality management, and benefit information.

6. "Agent"

An entity with the authority to act on behalf of the Department.

7. "Americans with Disabilities Act (ADA) of 1990"

A comprehensive, Federal civil rights law that prohibits discrimination against individuals with disabilities in employment, state and local government programs and activities, public accommodations, transportation, and telecommunications.

8. "Ambulance"

An air or ground vehicle for transporting the sick and injured that is:

A. Equipped and staffed to provide medical care during transit; and

B. For the ground vehicle, operated as a ground ambulance under the authority and in compliance with promulgated regulations of the Connecticut Department of Public Health, Office of Emergency Medical Services;

C. Registered as such by the Department of Motor Vehicles; or

D. For the air vehicle, registered and certified as an air ambulance by an appropriate authority in which the aircraft is located; and

E. May be used for both Emergency and Non-Emergency Transportation purposes.

9. "Ambulance Service Types"

A. **"Basic Life Support (BLS) Nonemergency"**
Basic life support nonemergency (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician-basic (EMT-Basic). The ambulance service and personnel must comply with all relevant CT General Statutes and DPH Regulations, including, but not limited to, the minimal vehicle standards and staffing requirements specified and cited in DPH Regulations Section 19a-179-10 (b) "Basic Ambulance Service." Basic life support level services are those performed by personnel certified in Connecticut as Emergency Medical Technicians (EMT).

B. **"Advanced Life Support, Level 1 (ALS)"**
Advanced life support, level 1 (ALS) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention**.** An ALS assessment charge is only relevant and reimbursable in an emergency response, which will not be administered by the Broker.

An advanced life support (ALS) intervention is a procedure that is in accordance with State and local laws, required to be done by an advanced emergency medical technician (AEMT) or Paramedic.

The ambulance service and personnel must comply with all relevant CT General Statutes and DPH Regulations, including, but not limited to, the minimal vehicle standards and staffing requirements specified and cited in DPH Regulations Section 19a-179-10 (c) "Mobile Intensive Care-Intermediate Level (MIC-I) Service." Advanced Life Support services are those performed by personnel certified in Connecticut as an Advanced Emergency Medical Technician (AEMT) or Paramedic.

C. **"Ambulance Night Call Charge"**
An ambulance night call charge is an additional fee that may be paid when an ambulance service is dispatched between the hours of 7:00 P.M. and 7:00 A.M. inclusive.

10. "Appeal"

A procedure through which clients can request a re-determination of Broker actions including, but not limited to, service authorization.

11. "Appropriate Mode of Transportation"

The least expensive type of transportation that appropriately meets the physical and medical circumstances of qualified NEMT Clients requiring transportation to a Medicaid-covered medical service.

12. "Assistance"

The physical or communicative help provided by a driver or a person employed by the livery provider to enable qualified NEMT Clients to enter or exit a vehicle or a building and to transfer

qualified NEMT Clients to or from the care and custody of the healthcare provider (without such assistance it would be unsafe or impossible for the qualified NEMT Clients to reach the livery vehicle or the medical provider's site).

13. "Attendant"

A qualified individual who assists qualified NEMT Clients in the utilization of an authorized mode of transportation and/or assists the client in accessing the services of the medical provider and is present or available to medical personnel during the medical appointment. Services may include physical, communicative or custodial help to enable a client utilize transportation services and to access medical services (without such assistance, it would be unsafe or impossible for the client to utilize the invalid coach or wheelchair accessible livery vehicle or access the medical services).

14. "Authorization"

A. **Prior Authorization:** Prior authorization is the determination made by the Broker where the Broker verifies eligibility for NEMT services and determines the least expensive, appropriate mode of transportation. This is primary process for administering the NEMT Brokerage service and must be administered when the client status is known at the time of the transportation request and at monthly intervals when the client requests multiple trips that span more than one month. The Department also requires the Broker to verify appointments before scheduling a trip. This process must be completed prior to the authorization of the NEMT service with the exception of "B" below.

B. **Retro-Authorization:** The act of the Broker reimbursing a provider who in turn reimburses a client for a trip taken during a time when the client was not yet eligible for Medicaid but who DSS later deems eligible based on a grant of retroactive eligibility.

15. "Automated Eligibility Verification System (AEVS)"

The sole comprehensive database of the DSS' client eligibility information.

16. "Border Hospital"

A hospital that is:

A. Located in an area in a state bordering Connecticut whose location allows it to routinely serve Connecticut residents;

B. Enrolled as and treated as a Connecticut Medicaid provider; **and**

C. Certified and/or licensed by the applicable agency in the bordering state.

17. "Broker"

The Department's contractor that performs Non-Emergency Medical Transportation (NEMT) Program Brokerage activities.

18. "Centers for Medicare and Medicaid Services (CMS)",

The Centers for Medicare and Medicaid Services (CMS) is a division within the United States Department of Health and Human Services. CMS oversees the Medicaid and State Children's Health Insurance Program (SCHIP) programs.

19. "Clean Claim"

A bill or invoice for service(s) or goods, a line item of services, or all services and/or goods for a Member contained on one bill which can be processed without obtaining additional information from the provider of service(s) or a third party.

20. "Commissioner"

The Commissioner of the State of Connecticut DSS, as defined in Connecticut General Statutes, Section 17b-3.

21. "Contractor"

The entity that ultimately contracts with the Department as a result of this RFP.

22. "Critical Care Aircraft"

An aircraft that:

A. Operates as a critical care helicopter or fixed wing aircraft in compliance with promulgated regulations under the authority of the Connecticut Department of Public Health, Office of Emergency Medical Services, or other agency with regulatory authority in another state; and

B. Contains intensive care equipment and medical personnel.

23. "Current Procedural Terminology (CPT)"

Codes published by the American Medical Association used to properly bill for services.

24. "Data Warehouse"

A data storage system that consolidates data provided by contractors of the Department.

25. "Denial of Authorization"

Any rejection, in whole or in part, of an authorization request from a provider for a member.

26. "Department"

State of Connecticut DSS

27. "Early and Periodic Screening, Diagnostic and Treatment (EPSDT)"

Comprehensive child health care services to clients under twenty-one (21) years of age, including all medically necessary prevention, screening, diagnosis and treatment services listed in section 1905 (r) of the Social Security Act.

28. "Effective Date of Eligibility"

The Department's administrative determination of the date an individual becomes eligible for Medicaid FFS, HUSKY A, or Medicaid for Low Income Adults.

29. "Eligibility Management System (EMS)"

An automated mainframe system operated by DSS to maintain eligibility information regarding Medicaid, State Administered General Assistance, or Voluntary Services members. It also provides fully integrated data processing support for benefit calculation and issuance, financial accounting, and management reporting.

30. "Emergency or Emergency Medical Condition"

A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions or serious dysfunction of any body organ or part.

31. "Emergency Ambulance Trip"

An ambulance trip made because of an emergency which has as its destination a:

A. hospital emergency room; or

B. general hospital or psychiatric facility where a nonscheduled admission results; or

C general hospital or psychiatric facility where an emergency admission results after qualified NEMT Clients were seen at a hospital emergency room; or

D. second facility because an emergency medical service was not available at the original emergency room; or

E. critical care aircraft.

32. "Escort"

An individual over the age of 18 who accompanies:

A. A child under the age of 16 in an NEMT vehicle to access medically necessary and medically appropriate services; or

B. An individual of any age who poses a substantiated safety risk to him or herself or others; and

C. Whose service is not paid by DSS.

33. "Fee-For-Service" (FFS)

A method of paying providers for health care services in which DSS pays providers directly for each service that they render to a Member.

34. "Fraud"

Intentional deception or misrepresentation, or reckless disregard or willful blindness by a person or entity with the action could result in an unauthorized benefit to himself or some other person, including any act that constitutes fraud under applicable federal or state law.

35. "Good Cause"

Unanticipated or unexpected circumstances that prevent usual or customary action.

36. "Grant of Eligibility"

The status granted by DSS to its client at the time of processing a Medicaid application. Statuses include retroactive, retroactively with ongoing, or ongoing.

37. "Grievance"

A written or oral complaint that expresses dissatisfaction with service delivery or any matter other than an "action" as defined herein.

38. "Healthcare Common Procedure Coding System (HCPCS)"

A system of national health care codes that includes the following: Level I is the American Medical Association Physician's Common Procedural Terminology (CPT) codes; Level II covers services and supplies not covered in CPT; and Level III includes local codes used by state Medicare carriers.

39. "HP Enterprise Services (HP) formerly known as Electronic Data Systems, Inc. (EDS)"

DSS fiscal agent contracted to process and adjudicate claims to support the Connecticut Medical Assistance Program with which network providers must enroll.

40. "HUSKY"

The Healthcare for Uninsured Kids and Youth (HUSKY) program is the Department's managed care plan for children and families and includes Medicaid managed care (HUSKY A) that targets children, pregnant women and families with incomes at or below 185% of the federal poverty level (FPL) and SCHIP (HUSKY B) for children in families with higher incomes (above 185% FPL).

The HUSKY A covered services are the same as the Medicaid covered services and the NEMT benefit is available to all Medicaid recipients. The NEMT benefit is not available to HUSKY B recipients.

41. "Independently Enrolled Provider"

A provider with an individual or group practice provider number under which the provider makes claims.

42. "Institution for Mental Disease"

A hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services.

43. "interChange (iC)"

The Department's Medicaid Management Information System operated by HP.

44. "Livery Service"

Prescheduled (not vehicle for hire) door-to-door transportation and assistance, as required, for qualified NEMT Clients to or from the care and custody of a medical provider.

45. "Livery Vehicle"

A sedan or van-type vehicle that is:

A. Constructed to carry passengers;

B. Operated under the authority and in compliance with the statutes and regulations of the Department of Transportation and/or a transit district and the Department of Motor Vehicles; and

C. Used for the transportation of ambulatory clients.

D. Drivers of such vehicles must meet transportation statutes that regulate public service operators and must have appropriate DMV endorsed "P" licenses.

46. "Managed Care"

A system of healthcare that combines delivery and payment and influences utilization of services by employing management techniques designed to promote the delivery of cost-effective healthcare.

47. "Managed Care Plan"

An insurer, health care center, or other organization that provides, offers, or arranges for coverage of health services needed by plan members and uses utilization review and a network of participating providers to administer the provision of health care. For purposes of this RFP, "managed care plan" refers to a managed care plan that is under contract with the Department to provide contract services to HUSKY A Members.

48. "Medicaid"

The Connecticut Medical Assistance Program (CTMAP) operated by the Connecticut DSS under Title XIX of the Federal Social Security Act and related State and Federal rules and regulations.

49. "Medicaid Managed Care Organization (MCO)"

An organization that provides managed care for certain qualified NEMT Clients enrolled in an MCO's Managed Care Plan.

50. "Medical Appropriateness/Medically Appropriate"

Health care that is provided in a timely manner and meets professionally recognized standards of acceptable medical care; is delivered in the appropriate medical setting; and is the least costly of multiple, equally-effective alternative treatments or diagnostic modalities.

51. "Medically Necessary /Medical Necessity"

Those health services required to prevent, identify, diagnose, treat, rehabilitate or ameliorate an individual's medical condition, including mental illness, or its effects, in order to attain or maintain the individual's achievable health and independent functioning provided such services are: (1) Consistent with generally-accepted standards of medical practice that are defined as standards that are based on (A) credible scientific evidence published in peer-reviewed medical literature that is generally recognized by the relevant medical community, (B) recommendations of a physician-specialty society, (C) the views of physicians practicing in relevant clinical areas, and (D) any other relevant factors; (2) clinically appropriate in terms of type, frequency, timing, site, extent and duration and considered effective for the individual's illness, injury or disease; (3) not primarily for the convenience of the individual, the individual's health care provider or other health care providers; (4) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the individual's illness, injury or disease; and (5) based on an assessment of the individual and his or her medical condition.

52. "Multi-Load or Shared Ride"

A ride shared by more than one eligible NEMT Client, prior-authorized by the Broker in accordance with DSS policies.

53. "NEMT Client"

A. Eligible: A person eligible for services under Medicaid

B. Otherwise not eligible:

1. A client who on the date of a medical appointment shows in EMS as "pending" (P) status in a coverage group that is eligible for NEMT. An individual in this status has applied for, but has not yet been determined eligible for, Medicaid under the Connecticut Medicaid Program. The Broker may bill the Department for services rendered, even if the client goes from a pending status to an active status in that same month; or

2. A client who on the date of their medical appointment shows in EMS as "spend-down" (M) status in a coverage group that is eligible for NEMT. The Broker may bill the Department for services rendered, even if the client goes from a spend-down status to an active status in that same month; or

3. A client who is currently undergoing Chemotherapy, Radiation or Dialysis and whose eligibility has ended on the last day of the month and has scheduled trips for the above mentioned services for the first week of the on-going month will continue NEMT for these services for the first week of the on-going month.

C. For purposes of this RFP and resultant contract, the term "NEMT client" is synonymous with the terms client, recipient and enrollee.

54. "Non-Emergency Ambulance Trip"

A pre-arranged and prior authorized ambulance trip (including both ground and air ambulance) to a non-emergency medical service.

55. "Non-Emergency Medical Transportation ("NEMT")"

Pre-scheduled transportation services for clients to receive or to return from receiving medically necessary and appropriate medical services covered by the State of Connecticut Medicaid program.

56. "Normal Business Hours"

Normal business hours for the Broker will be 8 am to 6 pm, Monday through Friday except for six (6) State holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

57. "No Show"

Client: The failure of a qualified NEMT Client to utilize a scheduled transportation service.

Transportation Provider: The failure of a Transportation Provider to pick up a client as scheduled.

58. "Nursing Home"

An intermediate care or skilled nursing facility (ICF, SNF, or ICF/MR) or Chronic Disease Hospital.

59. "Operational"

Performance by the Contractor of all major functions and requirements of this RFP for all clients.

60. "Out-of-Network Provider"

A provider that has not enrolled in the Connecticut Medical Assistance Program Provider Network.

61. "Out-of-State Trip"

A trip originating and/or ending outside Connecticut that involves the transport of a patient to or from a medical provider that is neither located in Connecticut nor a border medical provider.

62. "Primary Care Case Management (PCCM)"

Case management-related services, including the locating, coordinating, and monitoring of health care services provided by a physician, physician group practice, or an entity employing or having other arrangements with physicians (including nurse practitioners, certified nurse midwives, and physician assistants at the State's option) under a PCCM contract with the State.

63. "Transportation Eligible for Personal Reimbursement"

Transportation in a vehicle owned by a qualified NEMT Client or by a friend, relative, acquaintance or other individual of the client, provided the vehicle is not licensed for commercial carriage. (Individual does not mean communities, companies, corporations, societies or associations). Personal reimbursement payments to an individual offset the cost of the fuel for the operation of a vehicle. Personal Reimbursement does not refer to reimbursement for the "use of " a vehicle covering depreciation and other costs associated with owning a vehicle. The Department may also utilize personal reimbursement for urgent or unusual circumstances that cannot be resolved through the efficient use of other means.

64. "Proposer"

Any organization or entity that has submitted a proposal to the Department in response to this RFP.

65. "Prospective Proposer"

Any organization or entity that may submit a proposal to the Department in response to this RFP, but has not yet done so.

66. "Provider Agreement"

The signed written contract or agreement between the Department's NEMT Broker and the Provider of Transportation services.

67. "Provider Enrollment"

The process of the Broker registering and certifying a provider of transportation services with DSS' certified fiscal intermediary for payment, presently HP Enterprise Services LLC, such that clean claims may be submitted for payment of authorized services.

68. "Quality Management"

A comprehensive program of quality improvement and quality assurance activities that provides sufficient evidence to the Department that the Broker and its employees:

A. Consistently achieve contract terms and performance standards; and

B. Provide appropriate, accurate, timely, and professionally-competent information and respectful communication to all NEMT users.

69. "Residence" and "Reside(s)"

A. The Residential address of an NEMT Client, listed in the monthly download of NEMT Client information provided by the Department, or any subsequent revised address provided by the Department; or

B. The Residential address indicated by or on behalf of a pending or spend down client during the transportation reservation process.

70. "Risk"

The possibility of monetary loss or gain by the Broker resulting from service costs exceeding or being less than payments made to it by the Department.

71. "Service Animal"

Any guide dog, signal dog, or other animal trained to provide assistance to an individual with a disability.

72. "Significant Incident"

Any incident that results in serious injury , serious adverse treatment, death of a service user, or serious impact on service delivery as defined by the Department's policies and procedures or any incident that a prudent person could have expected to result in any of the above.

73. "Stretcher Van"

Stretcher van service is a regulated mode of NEMT which may be provided to an individual who cannot be transported in a livery vehicle, taxi, or wheelchair van due to being non-ambulatory and must be transported lying flat. Stretcher van personnel are not required or authorized to provide medical monitoring, medical aid, medical care or medical treatment of passengers during their transport. Individual passengers may self administer oxygen.

74. "Subcontract"

Any written agreement between a Broker and another party to fulfill any requirements of a contract.

75. "Subcontractor"

An individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Department as a result of this RFP.

76. "Taxi"

A "vehicle for hire" operating as a taxi as under the authority and in compliance with promulgated regulations of the Department of Transportation and/or a transit district and registered as such by the Department of Motor Vehicles.

77. "Third-Party"

Any individual, entity or program that is or may be liable to pay all or part of the expenditures for Medicaid furnished under a State plan.

78. "Title XIX"

The provisions of 42 United States Code Section 1396 et seq., including any addenda thereto. (See Medicaid.)

79. "Transport Time"

The expected shortest duration required to transport an individual from a pick-up location to a drop off location without additional stops.

80. "Trip"

The approved and scheduled transportation of an eligible Medicaid Client in an appropriately "permitted" vehicle from an authorized pickup location to an authorized drop off location.

81. "Utilization Management"

The prospective, retrospective or concurrent assessment of the necessity and appropriateness of the allocation of health care resources and services given, or proposed to be given, to an individual within the State of Connecticut receiving benefits or entitled to receive benefits under applicable programs.

82. "Vehicle for Hire"

A vehicle providing shared transportation, which transports one or more passengers between locations of the passengers' choice. A taxicab, also *taxi* or *cab*, is a type of vehicle for hire, with a driver, for a single passenger, or small group of passengers, typically for a non-shared ride. The fare is generally metered.

83. "Waiting Time"

The time that a vehicle is waiting at a medical provider's facility, to which the transportation provider transported the client, in order to transport the client to another destination, during the same trip or the time that a vehicle is waiting at the pick-up location, whether a medical provider's facility or the client's residence, in order to transport to or from a medical appointment.

84. "Warm Transfer"

A warm transfer allows the Broker to transfer the caller directly to the individual who can assist the caller and, when such individual is available, to introduce the call in advance of executing the transfer and remain on the call as a participant.

85. "Wheelchair Van"

A. A motor vehicle (sometimes referred to as a "wheelchair accessible livery van") that is:

1). Specifically equipped to carry persons who are mobility challenged or otherwise rely on wheelchairs; and

2). Used exclusively for the transportation of non-ambulatory patients in wheelchairs that can be appropriately secured for transport according to vehicle and wheelchair design standards; and

3). Registered as such by the Department of Motor Vehicles.

B. A motor vehicle operated as an invalid coach under the authority and in compliance with promulgated regulations of the CT Office of Emergency Medical Services (OEMS) or alternatively operated as a wheelchair accessible livery vehicle by the Department of Transportation, and registered as such by the Department of Motor Vehicles.

For NEMT payment purposes, the drivers of such vehicles must meet livery certification and have a "P" license endorsement by the Department of Motor Vehicles.

■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Proposers, prospective Proposers, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Proposers or prospective Proposers who violate this instruction may risk disqualification from further consideration.

Name:	**Marcia McDonough**
Address:	**25 Sigourney Street Hartford, CT 06106**
Phone:	**860.424.5214**
Fax:	**860.424.5800**
E-Mail:	**Marcia.McDonough@ct.gov**

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

The Department/DSS is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5214.

2. **RFP Information.** The RFP, addenda to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Department's RFP Web Page
  http://www.ct.gov/dss/cwp/view.asp?a=2345&q=304920&dssNav=|

- State Contracting Portal
- **http://das.ct.gov/cr1.aspx?page=12**

It is strongly recommended that any Proposer or prospective Proposer interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

   - Total Funding Available: Confidential until execution of contract
   - Number of Awards: One (1)
   - Contract Cost: Confidential until execution of contract
   - Contract Term: Five (5) years with the option for two (2), one-year extensions at the discretion of the Department

4. **Eligibility.** Private provider organizations (defined as nonstate entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities are eligible to submit proposals in response to this RFP. Individuals who are not a duly formed business entity are ineligible to participate in this procurement.

5. **Minimum Qualifications of Proposers.** To qualify for a contract award, a Proposer must have the following minimum qualifications:

   a. A minimum of three (3) years of demonstrated experience in the leadership and operational success of administrating and implementing NEMT services to eligible Medicaid Clients, and/or other populations; and

   b. An industry-acceptable means to authorize payments, communicate and transmit HIPAA compliant authorized "clean" claims data to the Department's certified claims payment system utilizing the ASC X12N 837 Health Care Claim Professional - for professional claims, or other forms as required by the Department; and the capability to accept and process the ASC X12N 997 Functional Acknowledgement and the ASC X12N 835 Health Care Claim Payment/Advice and the ability to implement and

   c. Maintain future HIPAA compliance formats.

   The Department will only evaluate proposals from organizations that have a minimum of three (3) years experience in activities directly relating to NEMT services and have an industry-acceptable means to authorize payments, communicate and transmit HIPAA compliant authorized "clean" claims data to the Department's certified claims payment system utilizing the ASC X12N 837 Health Care Claim Professional or the capability to accept and process the ASC X12N 997 Functional Acknowledgement and the ASC X12N 835 Health Care Claim Payment/Advice.

6. **Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and, if available, the Department's RFP Web Page.

   - RFP Planning Start Date: 08/20/2009
   - RFP Released: **05/26/2011**
   - Bidder's Conference: 06/09/2011
   - RFP Questions Due 06/14/2011
   - Mandatory Letter of Intent **06/14/2011**
   - Official Responses to Questions Released 06/21/2011

- Proposals Due: **07/14/2011**
- (*) Proposer Selection: TBD
- (*) Start of Contract Negotiations: TBD
- Completion of Negotiations 08/26/11
- (*) Start of Contract: **09/01/2011**

It is solely the Proposer's responsibility to access the State Procurement/Contracting Portal to obtain any and all addenda or official announcements pertaining to this RFP. To submit a responsive proposal, **THE PROPOSER SHALL** provide a signed acknowledgment of the receipt of any and all addenda posted to the State Procurement/Contracting Portal. The last page only of any and all addenda must be signed (and company name provided) and submitted with the proposal, in Section IV I. Forms, of the RFP submission.

In addition to the questions and answers, the addenda, if any, will specify dates in the Procurement Schedule currently identified as "To Be Determined."

7. **Letter of Intent.** A Letter of Intent (LOI) is required by this RFP. The LOI is non-binding and does not obligate the prospective Proposer to submit a proposal, however, failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration. . The LOI must be submitted to the Official Contact by U.S. mail, fax, or e-mail by the deadline established in the Procurement Schedule. The LOI must clearly identify the sender, including name, postal address, telephone number, fax number, and e-mail address. It is the sender's responsibility to confirm the Department's receipt of the LOI.

8. **Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule.
The following template "NEMT RFP Questions" must be utilized for the submission of questions. If the Proposer has more than 10 questions, it must utilize a new excel spreadsheet. The questions must be submitted on the excel spreadsheet via email and may not be in pdf but rather attached as an xls.
The early submission of questions is encouraged. Questions will not be accepted or answered orally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered in writing. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Department may respond to questions received after the deadline. As an LOI is required under the terms of this RFP, the Department reserves the right to answer questions only from those who have submitted such a letter. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the addendum and duly noted as such. The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Department will publish any and all addenda to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page. At its discretion, the Department may distribute any addenda to this RFP to prospective Proposers who submitted a Letter of Intent or attended the RFP Conference.

9. **RFP Conference.** The Department will sponsor an optional Request for Proposals Conference with regard to this RFP on June 9, 2011 at 10:00 AM Local Time in Mezzanine Conference Room 2 at the State of Connecticut Department of Social Services Central Office located at 25 Sigourney Street, Hartford, CT. The RFP conference will be held to answer questions to clarify the requirements of the Request for Proposals. Interested bidders are encouraged to attend. Copies of the RFP will not be available at the RFP Conference. Attendees are asked to bring a copy of the RFP to the conference. The Department encourages bidders to submit questions in advance of the conference. Questions submitted in advance will allow staff to research issues in preparation for the conference. Any answers given at the conference by the Department's representatives are tentative and not binding on the Department. All questions, both written and those raised at the conference will be answered in a written addendum to this RFP, which will serve as the Department's official response. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the addendum and duly noted as such. The agency will release the addendum on the date established in the Procurement Schedule. The Department will publish any and all addenda to this RFP on the State Contracting Portal and, if available, on the Department's RFP Web Page.
   - **Date:** **June 9, 2011**
   - **Time:** **10am-12pm**
   - **Location:** **Department of Social Services, Mezzanine Level Room 2**

10. **Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time:

   - **Due Date**: **July 14, 2011**
   - **Time:** **3:00 PM Local Time**

   Faxed or e-mailed proposals will not be evaluated. The Department will not accept a postmark date as the basis for meeting the proposal due date and time. Proposers should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the Proposer use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal when the Proposer is unable to deliver the proposal by courier or in person. When hand-delivering proposals by courier or in person, allow extra time due to building security procedures. Proposals shall not be considered received by the Department until they are in the hands of the Official Contact or another representative of the Contract Procurement Unit designated by the Official Contact. At the discretion of the Department, late proposals may be destroyed or retained for pick-up by the submitters.

   The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming, (identical) copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee. The electronic copies of the proposal must be compatible with Microsoft Office Word 2003. For the electronic copies, required forms and appendices may be scanned and submitted in Portable Document Format (PDF) or similar file format.

   An acceptable proposal must include the following:

- **one (1) original, four (4) copies and two (2) conforming, identical electronic copy CD, or DVD** which must be compatible with Microsoft Office Word 2003**) of proposal labeled <u>NEMT RFP Binder 1 of 2</u> containing**:

- Organizational Profile
- Service Requirements
- Staffing Plan
- Data and Technology
- Work Plan
- Subcontractors (if applicable)
- Appendices
- Forms
  - NEMT RFP Binder original and copies shall be submitted in separate sealed envelope(s) or box (s).

- **and one (1) original, four (4) copies and two (2) conforming, identical electronic copies, CD, or DVD** which must be compatible with Microsoft Office Word 2003**) of proposal labeled <u>NEMT RFP Cost Binder 2 of 2</u>, which MUST be separate and distinct from the NEMT RFP Binder, containing**:

- Financial Profile
- Budget
- Budget Narrative
  - Cost Binder original and copies shall be submitted in sealed envelope(s) or box(s) separate and distinct from the NEMT RFP Binder.

11. **Multiple Proposals.** The submission of multiple proposals <u>is not</u> an option with this procurement.

12. **Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a Proposer deems that certain information required by this RFP is proprietary and confidential, the Proposer must label such information as PROPRIETARY AND CONFIDENTIAL. In Section C of the proposal submission, the Proposer must reference where the information labeled PROPRIETARY AND CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the Proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the Proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b). No other opportunity will be provided to the Proposers to deem such information as proprietary and confidential and all explanations are subject to the review and analysis of the Department's attorneys and the FOIA Commission.

13. **Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and

of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest (COI), a Proposer must affirm such in the disclosure statement. *Example: "[name of Proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."* Per proposal outline, (Section IV) the COI should be located in D. of proposal submission.

■ D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.

2. **Cover Sheet.** The Proposer must develop a Cover Sheet, that includes the information below, or utilize, Cover Sheet. *Legal Name* is defined as the name of private provider organization, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the Proposer to provide services in accordance with the terms and conditions described in this RFP and any addenda or attachments hereto.

   - RFP Name or Number:

   - Legal Name:
   - FEIN:
   - Street Address:
   - Town/City/State/Zip:

   - Contact Person:
   - Title:
   - Phone Number:
   - FAX Number:
   - E-Mail Address:

   - Authorized Official:
   - Title:
   - Signature:

3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Section IV.)

4. **Executive Summary.** Proposals must include a high-level summary, not exceeding three (3) pages, that summarizes the content of the main proposal and cost proposal. The Executive Summary shall include the Proposer's demonstrated experience of a minimum of three (3) years in activities directly relating to the provision of NEMT services and an

industry-acceptable means to authorize payments, communicate and transmit HIPAA compliant authorized "clean" claims data to the Department's certified claims payment system.

The Executive Summary shall include the industry-acceptable means to authorize payments, communicate and transmit HIPAA compliant authorized "clean" claims data to the Department's certified claims payment system utilizing the ASC X12N 837 Health Care Claim Professional - for professional claims, or other forms as required by the Department; and the capability to accept and process the ASC X12N 997 Functional Acknowledgement and the ASC X12N 835 Health Care Claim Payment/Advice

The Summary shall articulate the Proposer's ability to partner with the Department, the Department's Fiscal Agent, Transportation Providers, and medical providers.

5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.

Deleted: The Executive Summary shall also at a minimum provide the proposed cost for the five (5) year resultant contract.¶

6. **Style Requirements.** Submitted proposals must conform to the following specifications:

- Binding Type: Loose leaf or spiral-bound notebooks
- Dividers: A tab sheet keyed to the Table of Contents (TOC) must separate each major part of the proposal. The title of each part must appear on the tab sheet
- Paper Size: Text shall be on 8½" x 11" paper, portrait orientation
- Page Limit: Specified in NEMT Request For Proposal
- Print Style: 1 or 2-sided
- Font Size: Font shall be a minimum of twelve point
- Font Type: Font shall be either Arial or Times New Roman
- Margins: The binding edge margin of all pages shall be a minimum of 1½ inches; all other margins shall be one inch
- Line Spacing: Single-spaced

7. **Pagination.** The Proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

8. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or boxes and be addressed to the Official Contact. The Legal Name and Address of the Proposer must appear in the upper left corner of the envelope or box. The RFP Name or Number must be clearly displayed on the envelope or box. Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick up by the submitters.

9. Proposers must adhere to the Department/DSS' rules as established in this RFP for proposal consideration, format, and content. The Department/DSS requires each Proposer, at a minimum, to clearly describe how the specifications in this RFP will be met. Proposals must provide evidence of successful experience or competence. The

proposal structure requirements and the proposal content requirements are listed below. Proposers must respond to each content requirement that begins with "**THE PROPOSER SHALL**." Proposals must provide evidence of successful experience and competence.

E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Proposers, and awarding contracts, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

2. **Screening Committee.** The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any Proposer (or representative of any Proposer) to contact or influence any member of the Screening Committee may result in disqualification of the Proposer.

3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.

4. **Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the pre-established objective standards that the Screening Committee will use to evaluate the technical and financial merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are kept confidential from the Screening Committee to ensure that scores cannot be manipulated.

   - Organizational Profile
   - Service Requirements
   - Staffing Plan *see note below*
   - Data and Technology
   - Work Plan
   - Subcontractors (if applicable)
   - Financial Profile
   - Budget and Budget Narrative
   - Appendices

   Note:
   As part of its evaluation of the Staffing Plan, the Screening Committee will consider the Proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final

selection of a successful Proposer is at the discretion of the Department head. Any Proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Pursuant to Governor M. Jodi Rell's Executive Order No. 3, any resulting contract will be posted on the State Contracting Portal. All unsuccessful Proposers will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Proposer selection process.

6. **Debriefing.** The Department will notify all Proposers of any award issued as a result of this RFP. Unsuccessful Proposers may, within thirty (30) days of the signing of the resultant contract(s), request a Debriefing of the procurement process and its submission by contacting the Official Agency Contact in writing at the address previously given. A Debriefing may include a request for and distribution of instructions to the evaluators, a copy of the evaluation tool, and a copy of the Proposer's scores including any notes pertaining to the Proposer's submission. Debriefing information that has been properly requested shall be released within five (5) business days of the Department's receipt of the request.

   Proposers may request a Debriefing meeting to discuss the procurement process by contacting the Official Agency Contact in writing at the address previously given. Debriefing meetings that have been properly requested shall be scheduled within fifteen (15) days of the Department's receipt of a request.

   A Debriefing will not include any comparisons of unsuccessful proposals with other proposals.

7. **Appeal Process.** The Proposer may appeal any aspect of the competitive procurement; however, such appeal must be in writing and must set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations, or standards concerning competitive procurement or the provisions of the Procurement Document. Appeals must be submitted by the Proposer to the Agency Head, with a copy to the Contract Administrator.

   Proposers may submit an Appeal to the Department any time after the submission due date, but not later than thirty (30) days after the Department notifies Proposers about the outcome of a competitive procurement. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days.

   Following the review process of the documentation submitted, but not later than thirty (30) days after receipt of any such Appeal, a written decision will be issued and delivered to the Proposer who filed the Appeal and any other interested party. The decision will summarize the Department's process for the procurement in question; and Indicate the Agency Head's finding(s) as to the merits of the Proposer's Appeal.

   Any additional information regarding the Debriefing and/or the Appeal processes may be requested from the Official Agency Contact for this RFP.

8. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board…" Refer to the State Contracting Standards Board website at www.ct.gov/scsb.

9. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

A. POS STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the Proposer explicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract" for POS:

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, quality assurance, reports, terms of payment, budget, and other program-specific provisions of any resulting POS contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at:
http://www.ct.gov/opm/fin/standard_contract
The mandatory terms and conditions will be part of the resultant contract and are non negotiable.

Note:
Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g) (2)) advising executive branch State contractors and prospective State contractors of the ban on campaign contributions and solicitations. If a Proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of $100,000 or more, the Proposer must inform the Proposer's principals of the contents of the SEEC notice.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Proposer (contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's Office.

B. ASSURANCES

By submitting a proposal in response to this RFP, a Proposer implicitly gives the following assurances:

1. **Collusion.** The Proposer represents and warrants that the Proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The Proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Proposer's proposal. The Proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

2. **State Officials and Employees.** The Proposer certifies that no elected or appointed official or employee of the State has benefitted or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Proposer, contractor, or its agents or employees.

3. **Competitors.** The Proposer ensures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the Proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Proposer further ensures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The Proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any addenda or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful Proposer.

5. **Press Releases.** The Proposer agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a Proposer implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a Proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.

3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.

4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize Proposers to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the Proposer's expense.

6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Department. The Department may ask a Proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number

of Proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Proposer.

7. **Presentation of Supporting Evidence.** If requested by the Department, a Proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Department may make onsite visits to an operational facility or facilities of a Proposer to evaluate further the Proposer's capability to perform the duties required by this RFP. At its discretion, the Department may also check or contact any reference provided by the Proposer.

8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the Proposer or for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a Proposer implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.

2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.

3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.

4. **Award and Rejection of Proposals.** The Department reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any Proposer who submits a proposal after the submission date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The rights to publish distribute or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the

right to contract with one or more Proposer for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BAFO) on cost from Proposers. The Department may set parameters on any BAFO received.

7. **Clerical Errors in Award.** The Department reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Proposer.

8. **Key Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the Proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210 (b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the Proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Certification Regarding Lobbying** - To submit a responsive proposal, **THE PROPOSER SHALL** provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3. **Notification to Proposers, Parts I – V (CHRO) Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as Contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To submit a responsive proposal, **THE PROPOSER SHALL** complete and submit with proposal.

4. **Consulting Agreement Affidavit (OPM Ethics Form 5) Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a Contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
I**MPORTANT NOTE:** To submit a responsive proposal, **THE PROPOSER SHALL** complete and submit OPM Ethics Form 5 to the Department with the proposal.

5. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at http://www.ct.gov/opm/fin/ethics_forms
IMPORTANT NOTE: The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with *written representation* or *documentation* that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at http://www.ct.gov/opm/fin/nondiscrim_forms
IMPORTANT NOTE: The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

7. SEEC FORM 11- attached, as FYI.

III. PROGRAM INFORMATION

■ A. DEPARTMENT OVERVIEW

The Department of Social Services provides a broad range of services to families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. It administers more than 90 legislatively authorized programs and approximately one-third of the State budget. By statute, it is the State Agency responsible for administering human service programs sponsored by federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act and the Social Security Act. The Department is also designated as the State's sole Medicaid Agency.

The Commissioner of Social Services administers the Department, along with a Deputy Commissioner for Programs. Three Regional Administrators oversee operations in the three service regions. By statute a statewide advisory council advises the Commissioner and regional advisory councils advise the Regional Administrators.

The Department administers most of its programs at offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the State. For this and other programs, services are available at offices located in the three regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies. The Department has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone. The Commission on Aging, the Commission on Deaf and Hearing-Impaired, the Board of Education and Services for the Blind, and the Child Day Care Council are attached to the Department for administrative purposes only.

■ OVERVIEW OF THE CONNECTICUT MEDICAL ASSISTANCE PROGRAM

The Department is responsible for the administration of the Connecticut Medical Assistance Program (CMAP). The CMAP includes:

Medicaid, SCHIP, Medicaid for Low Income Adults (LIA), formerly the State Administered General Assistance (SAGA), the Charter Oak program, Connecticut Pharmaceutical Assistance Contract to the Elderly and Disabled Program (ConnPACE), and the Connecticut AIDS Drug Assistance Program (CADAP), and other less well known programs for Connecticut citizens with significant medical needs.

The objective of the Connecticut Medicaid Program is to ensure access to health care for low-income adults, pregnant women, children, families with dependent children and aged, blind or disabled individuals. The Medicaid program determines the eligibility of individuals and families for medical care. The program also provides coverage for health services and medical supplies necessary to prevent or treat illness or injury in the least expensive, appropriate setting, and pays for services to ensure the active participation of a sufficient number of qualified health care providers to meet the program's needs.

The Medicaid program pays health care providers (e.g. hospitals, doctors, clinics and pharmacies) directly for services provided to individuals eligible for the fee-for-service system (FFS) and through contracts with Medicaid Managed Care Organizations (MCOs) for those individuals covered under Medicaid managed care. As a public health insurance program, Medicaid pays for health care of eligible individuals similarly to private health insurance plans, paying health care facilities and professionals within the existing private and public health care system. Because the Medicaid Program is partially funded by the Federal Government, it must comply with the regulations of the U.S. Department of Health and Human Services. In its role as the single State agency for the administration of the Connecticut Medicaid Program, the Department interprets State and Federal laws and regulations that apply to the Medicaid Program and develops the necessary policies and procedures to implement those regulations, including those established pursuant to Title XIX of the Social Security Act to maximize federal reimbursement of Medicaid expenditures.

Approximately 7,000 providers are enrolled in the Medicaid Program. Providers bill the Department's contracted fiscal intermediary, HP Enterprise Services LLC (HP), via the Medicaid Management Information System (MMIS). The system pays all complete and proper claims within 30 days, processes more than 20 million claims per year and produces a large number of reports that provide the Department and the Federal Government with essential financial and service use information. The system also checks to ensure that all sources of private insurance are utilized prior to the State's payment.

Connecticut covers the mandatory services required under Medicaid. The State also covers most, but not all, of the optional services allowed under Title XIX of the Social Security Act, in order to make available necessary health care which clients could not afford otherwise. The Federal Government requires that mandatory and optional Medicaid services be available to clients statewide under the same conditions and in the same amount, duration and scope.

■ B. OVERVIEW OF THE NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) PROGRAM

The Department is soliciting proposals from organizations to administer the provision of NEMT services for persons eligible under the CMAP, including those individuals enrolled in the traditional Medicaid fee-for-service program (including Aged, Blind Disabled individuals or Low Income Adults who may be enrolled in a managed care or care management program), the Primary Care Case Management Program (PCCM), the HUSKY Medicaid Managed Care program pursuant to Connecticut General Statutes § 17b-276, and individuals who are pending eligibility for Medicaid. The services will provide NEMT for eligible clients, and "otherwise not eligible clients" for special circumstances approved by the Department, to and from non-emergency medical services covered under the Medicaid Program in accordance with section 6083 of the Deficit Reduction Act and applicable regulations including ***Exhibit Nine***: *42 CFR 440.170*

Based on the responsive proposals, the Department will enter into one contractual agreement for the administration of NEMT services statewide. The selected contractor (Broker) will administer NEMT services as a non-risk, administrative services organization (ASO). Under the non-risk arrangement, the Department, through HP, will pay for livery and non-emergency ambulance costs while the Broker will pay for all other legitimate NEMT costs, as permitted by DSS, and will be reimbursed for such costs by the Department. The Broker's payment will be subject to a withhold that will be released contingent upon the Broker's ability to meet negotiated performance targets. As an administrative

entity, the Broker will work closely with the Department in the execution of its tasks. In particular, the Broker will perform the following major functions as more fully described in this RFP:

1. Accept monthly and daily files of NEMT Clients;
2. Create and establish an effective Call Center, web site and printed materials to communicate with clients and Transportation Providers;
3. Provide a seamless prior authorization mechanism for all NEMT requests, including:
    a. Verification of eligibility;
    b. Closest appropriate healthcare provider; and
    c. Least expensive and appropriate mode of transportation utilizing medical personnel when appropriate;
4. Develop and manage a network of Transportation Providers to transport qualified clients to Medicaid covered services, which shall include assisting providers in enrolling as a CMAP Provider in the Department's interChange system and creating a Transportation Provider Agreement, (TPA) that will enable the Broker to authorize the Department's HP to pay for services and enable the Broker to pay Transportation Providers for services provided to pending clients among other functions;
5. Operate an efficient method for arranging such services;
6. Manage and maintain rigorous Quality Assurance, Utilization Review and auditing mechanisms to ensure that such services have been delivered to eligible clients within performance standards and to ensure that the Department pays for only appropriate claims and costs;
7. Implement a mechanism to manage claims data including:
    a. An industry-acceptable means to accept claims data from livery and non-emergency ambulance providers;
    b. A mechanism to match and verify claims data with prior authorizations and other required information;
    c. An industry-acceptable means to authorize payments, communicate and transmit HIPAA compliant authorized "clean" claims data to the Department's certified claims payment system utilizing the ASC X12N 837 Health Care Claim Professional - for professional claims, or other forms as required by the Department;
    d. The capability to accept and process the ASC X12N 997 Functional Acknowledgement and the ASC X12N 835 Health Care Claim Payment/Advice;
    e. A mechanism to pay NEMT costs not otherwise payable through the Department's certified claims payment system including tickets and passes for public transportation, trains and air travel, personal reimbursements, taxis, and other payment arrangements with volunteers and other non-traditional Transportation Providers, payments for clients who are "otherwise not eligible" and for out-of-state transportation; and to submit data for such transactions to the Department's data warehouse in a form and format required by the Department.

8. Implement and maintain a mechanism to recover and account for excess payments, payments made for unauthorized trips, and Transportation Provider sanctions and penalties;
9. Maintain records and supporting data (including but not limited to client data, trip authorizations, claims data and provider records) in a retrieval and storage mechanism that complies with all Federal and State requirements for a time period that complies with State and Federal record retention requirements which at the current time is not less than ten years from the date the record is last modified, except that the records must be retained until any dispute is resolved. Failure to maintain all required documentation or to provide such records to the Department upon request may result in the disallowance and recovery by the Department of any amounts paid for which the required documentation is not maintained or provided; and
10. Develop and maintain adequate policies and procedures consistent with applicable regulations that explain and prescribe processes in sufficient detail for the Broker to administer the NEMT program.

Department payments to the Broker: The Department will pay the Broker an administrative payment for the successful performance of administrative services and will reimburse the Broker based on the submission and approval of invoices for expenses, based on the approved, fixed budget which will result from this competitive bid and subsequent contractual negotiations with the Department. The Department will reimburse the Broker for legitimate and approved NEMT costs that are not payable through HP including:

1. NEMT costs for clients who are otherwise not eligible but are listed and identified on monthly and daily files provided to the Broker or when the Department has prior approved and verified the status of such individuals, including clients who are otherwise not eligible but require ambulance transportation;
2. Common carrier purchases (bus, train and commercial air);
3. Payments for personal reimbursements and
4. Out-of-state (facility to facility) transports. The Department will reimburse the Broker when properly invoiced for these expenses and when the Broker provides supportive encounter data in HIPAA compliant form utilizing HCPCS codes as required by the Department.

The Broker will not be at risk for legitimate transportation costs, so long as they are administered in accordance with the terms of the resultant contract and any Department policies and procedures issued to the Broker and as long as the Broker maintains adequate records and documentation of all transportation transactions are maintained for purposes of audit. The Department will establish the rates paid to Transportation Providers for non-emergency ambulance, wheelchair van livery services and personal reimbursements and other modes as may be determined by the Department.

Prior Authorization; The Broker will prior authorize all NEMT for all modes of transportation (except for transportation provided to clients on a date of service covered by a retro-grant of eligibility). Transportation Providers must receive a prior authorization from the Broker to receive payment for the transportation they provide to clients for NEMT. Providers may not seek reimbursement from clients of DSS for NEMT. The Broker and the Department will work together to approve or secure air ambulance or certain out-of-state and out-of-network transports. The Broker will respond to requests for the prior authorization of non -emergency ambulance transport (including those for pending and “otherwise not eligible clients”) within a time frame established by the Department. Such time frame

shall not be less than that required by statute for a request from a client (or medical provider including ambulance providers acting on behalf of a client) by either granting or denying the request in accordance with the Department's established policies and regulations.

Claims: The Transportation Providers (livery, wheelchair, ambulance) will submit their claims to the Broker. The Broker will verify the accuracy and validity of the claims, separate those claims and payment obligations that will be paid by HP from those that will be paid by the Broker with reimbursement from the Department. The Broker will submit clean claims to HP for payment on behalf of the Transportation Providers. (The Broker will arrange out-of-state transportation, paying for those services and submitting an invoice to the Department for reimbursement). The Broker will also pay for claims for clients who are otherwise not eligible and thereafter will submit an invoice to the Department for reimbursement for such payments. The Department will reimburse the Broker for costs incurred as permitted herein for clients who are otherwise not eligible but are listed and identified on monthly and daily files provided to the Broker or when the Department has prior approved and verified the status of such individuals, including clients who are otherwise not eligible but require ambulance transportation. The Broker will not be at risk for legitimate NEMT costs, so long as they are administered in accordance with the terms of the Contract and Department policies and adequate records and documentation of all transportation transactions are maintained for purposes of audit.

The Broker will submit clean claims to HP to pay in-state livery and NEMT ambulance providers for transportation provided to eligible clients. The Broker will operate and maintain a HIPAA compliant electronic authorization mechanism that is compatible with the HP system to manage the livery and ambulance authorizations for claims.

The Broker will facilitate and assist in-state livery providers' enrollment with the Department as a CMAP Provider through HP. Livery and NEMT ambulance providers will submit claims to the Broker. The Broker will verify the claims from livery and ambulance providers before sending the electronic HIPPA compliant ASC X12N 837 Health Care Claim Professional - for professional clean claims to HP for processing and payment. The Broker must access the ASC X12N 997 Functional Acknowledgement to ensure claim submission is correct. The Broker will also receive ASC X12N 835 Health Care Claim Payment/Advice and will resolve claim denials and resubmit for payment as necessary. HP will process clean claims and will send the payment directly to those enrolled Transportation Providers (livery, wheelchair, ambulance).

The Broker will reimburse individuals, purchase various forms of bus passes, train and commercial air tickets when those forms of transportation are the least expensive and most appropriate form of transportation. The Department will reimburse the Broker for common carrier purchases (bus, train and commercial air), and payments for personal reimbursements and out-of-state (facility to facility) transports when the Broker invoices the Department for these expenses and provides supportive encounter data in HIPAA compliant form utilizing HCPCS codes as required by the Department. The Broker will facilitate reimbursement to individuals who requested, received and paid for NEMT prior to the client's receipt of a retro-active grant of eligibility.

Utilization Review: The Broker will perform utilization review functions by verifying requests for medical transportation to ensure that such request for transportation is for scheduled Medicaid covered medical services and to verify that an appointment is actually scheduled, such verification is not required for "urgent" requests when services are provided without a scheduled appointment or if the medical provider is unavailable or unwilling to confirm the appointment. For such cases the

Broker shall audit claims for transportation from providers to verify that transportation was arranged in accordance with contractual requirements and Department policies and performed within acceptable performance standards. The Broker will implement systematic efforts to avoid unnecessary costs.

Prohibitions 42CFR 440.170: The Broker (including their contractors, owners, investors, Boards of Directors, corporate officers, and employees) is prohibited from

1. Being an owner, full or part, of an organization participating in the Medicaid Program as a Transportation Provider or having an equity interest or involvement in the management of the organization or entity.
2. Participating in any activity that could present a conflict of interest including, but not limited to, utilizing the transportation services of a corporate affiliate or arranging transportation services for a corporate affiliate that provides covered medical services for eligible clients.
3. Contracting with Transportation Providers who have been terminated from the Medicaid Program for fraud or abuse or who have been disallowed from Federal or State contracting.
4. Providing Non-Emergency Medical Transportation, (NEMT) services or making a referral or subcontracting to a transportation service provider if:
    a. The Broker has a financial relationship with the Transportation Provider as defined at § 411.354(a) with ‘‘transportation broker’’ substituted for ‘‘physician’’ and ‘‘nonemergency transportation’’ substituted for ‘‘DHS’’; or
    b. The Broker has an immediate family member, as defined at § 411.351, that has a direct or indirect financial relationship with the Transportation Provider, with the term ‘‘transportation broker’’ substituted for ‘‘physician.’’
5. Withholding necessary NEMT from a Medicaid recipient or provide NEMT that is not the most appropriate and a cost effective means of transportation for that recipient for the purpose of financial gain, or for any other purpose.

Transportation Providers (§ 440.170 (a) (4) (i) By submission of a proposal the Proposer ensures the Department that the Proposer’s Transportation Providers (drivers and vehicles) will be appropriately licensed or certified by the Department of Transportation (DOT), the Department of Public Health (DPH) and the Department of Motor Vehicles (DMV) at the time of Transportation Provider Agreement (TPA) with the Proposer and throughout the term of the TPA with the Broker (if selected as the Department’s Broker) and that the Proposer will monitor such licensure or certification.

References to the terms “contract” or “resultant contract” in this document refer to the contract that will be awarded as a result of this RFP notwithstanding the Department’s right to not award a contract as a result of this RFP.

■ C. MAIN PROPOSAL COMPONENTS

Throughout the Proposer's proposal, where the Proposer's response to a specific requirement reflects the Proposer's response to another requirement, **the Proposer may cite the other response instead of reproducing it.**

Throughout the Proposer's proposal where the Proposer proposes the use of subcontractor(s), **the Proposer must present the same information about the proposed subcontractor(s) as for the Proposer**. For purpose of this requirement, "subcontractor" does not apply to the Transportation Providers.

1.0 Organizational Profile Requirements
Maximum Page Limitation is 15 double-sided pages = 30 pages

The Proposer's responses to the requirements in the **Organizational Profile** section must describe the background of the Proposer's organization, experience, qualifications and independence from subcontractors. The Proposer's responses in this section shall address the details regarding the size and resources of the organization relevant to the functions to be performed under the resultant contract.

1.1 Governance - Disclosure

To submit a responsive proposal THE PROPOSER SHALL provide the following information for itself as the proposed Broker and any proposed subcontractor(s):

1. The name, work address, and percentage of time allocated for this resultant contract for each responsible director;
2. The role of the board of directors in governance and policy-making;
3. A current organizational chart defining levels of ownership, governance and management; and
4. A complete description of any and all related party relationships and transactions. The Proposer must fully disclose any anticipated payments to a related party in Part IV of the Proposer's proposal. (Such payments are non-allowable unless the Broker provides sufficient data to satisfy the Department that the costs are necessary and reasonable).

1.2 Ownership - Disclosure

To submit a responsive proposal THE PROPOSER SHALL provide the following information for itself as the proposed Broker and any proposed subcontractor(s):

1. A complete description of percent of ownership by the principals of the company or any other individual or organization that retains a 5% or more interest including: name and work address;
2. The relationship of the persons so identified to any other owner or governor if they are the individual's spouse, child, brother, sister, or parent;
3. The name of any person with an ownership or controlling interest of 5% or more, in the Proposer, who also has an ownership or control interest of 5% or more in any other related entity including subcontracting entity or parent entity or wholly owned entity. The Proposer shall include the name or names of the other entity;

4. The name and address of any person with an ownership or controlling interest in the disclosing entity or who is an agent or employee of the disclosing entity who has been convicted of a criminal offense related to that person's involvement in any program under Title XVIII, XIX, XX or XXI of the Social Security Act, since the inception of such programs;
5. Whether any person identified in subsections (1) through (4) above has been terminated, suspended, barred or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, from any program under Titles XVIII, XIX, or XX of the Social Security Act, or has within the last five years been reinstated to participation in any program under Titles XVIII, XIX, XX or XXI of the Social Security Act, and prior to said reinstatement had been terminated, suspended, barred or otherwise excluded from participation, or has voluntarily withdrawn as the result of a settlement agreement, in such programs;
6. A description of the relationship with other entities including:
    a. Whether the Proposer is an independent entity or a subsidiary or division of another company (if the Proposer is not an independent entity, Proposers shall describe the organization linkages and the degree of integration/collaboration between the organizations including any roles of the organization's principals); and
    b. A description of the relationship of any parent company when the Proposer is an affiliate of another organization.

1.3 Corporate Experience - Contracts

To submit a responsive proposal THE PROPOSER SHALL describe its experience and success related to the scope of work for this program including the following information concerning its experience with services contemplated by this RFP, whether ongoing or completed:

1. Identify all state agency(s), other jurisdictions, and commercial vendors in all other states for which the Proposer has engaged in similar or related contract work for the past three years;
2. Describe a maximum of five contracts (total) where the Proposer performed similar work in the past three years for those state agencies, jurisdictions or commercial vendors. For each contract include the name of customer's program officer, title, address, telephone number, fax number and e-mail address; the date of contract signing, the date of program initiation, the initial schedule completion date and the actual completion date;
3. Provide a signed release allowing the Department to access any evaluative information, including but not limited to site reviews conducted by any state agency, jurisdiction or commercial vendor for which the Proposer has performed work in the past three years. Per proposal outline, (Section IV) the signed release should be located in D. of proposal submission.
4. Identify any state agency(s), jurisdiction and commercial vendors (include contact information) with whom the Proposer has been required to work with a Federally certified Medicaid claims processor by either authorizing claims with providers submitting claims directly to the claims processor or by submitting authorized "clean" claims to the claims processor on behalf of the providers;
5. List all sanctions, fines, penalties, or letters of noncompliance or any negotiated settlements made with any State Attorneys General relating to contracts of similar scope issued against the Proposer by any of the contracting entities listed above (the list shall include a description of the circumstance eliciting the sanction or letter of noncompliance or negotiated settlements and the

corrective action or resolution to the sanction, fine, penalty, or letter of noncompliance or negotiated settlement; if the settlement bars disclosure of details, please state that and give as much information as you are permitted. If no sanctions, fines, penalties, letters of noncompliance or any negotiated settlements were issued, a statement that attests that no sanction, penalty, or compliance action has been imposed on the Proposer within the three years immediately preceding the date of this RFP must be submitted).

1.4 Proposer References – Organization

To submit a responsive proposal THE PROPOSER SHALL include three specific programmatic references for the Proposer. References should be individuals able to comment on the Proposer's capacity to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. If the Proposer has during the past three (3) years, engaged in similar or related contract work with the State of Connecticut the references must include a reference from the State of Connecticut. Proposers are strongly encouraged to contact their planned references to ensure the accuracy of their contact information and their willingness and ability to be a reference. References must include the organization's name, address, current telephone number, e-mail address and name of a specific contact person. The Department expects to use these references in its evaluation process. In addition, if the Proposer's proposal includes the use of subcontractors for the direct provision of services required under the Contract, the Proposer's proposal must also include three programmatic references for each proposed subcontractor. For purposes of this requirement, "subcontractor" does not apply to the Transportation Providers.

References must be able to comment on the following issues:

1) Performance quality and quality management;
2) Call Center performance;
3) Creativity and problem solving;
4) Responsiveness and quality of communication with contracting agency or organization;
5) Responsiveness and quality of communication with consumers (Department Clients);
6) Overall program management; and
7) Accuracy and timeliness of work including reports and data submissions to the contracting agency or its agents.

The entity acting as reference should be able to briefly describe the Proposer's (or subcontractor's) performance in each area and then rate the Proposer's performance as poor, fair, good, very good or excellent in each category.

The Department will disqualify any Proposer from competing in the RFP process if the Department discovers that the Proposer had any influence on the references in completing the evaluation.

2.0 Service Requirements

Maximum Page Limitation is 50 double-sided pages = 100 pages

To submit a responsive proposal THE PROPOSER SHALL describe its ability and competence to perform the Broker's performance requirements as detailed in the sections below.

2.1 Contract Administration and Organization

a. Task Related Policies and Procedures

1) The Proposer acknowledges and agrees:

a) The success of the Broker's performance depends, in part, on the Broker's development of and application of clear and accurate policies and procedures that reflect functional interpretations of regulations, quality goals and directives; and

b) The Broker's policies and procedures must be organized and available to allow immediate access by both the Broker and designated Department administrative staff.

To submit a responsive proposal THE PROPOSER SHALL:

1. Propose a methodology to develop, organize, and make available its policies and procedures to allow seamless access by both the Broker and designated Department administrative staff.
2. Propose a process and time frame to:
   a. Develop and Update NEMT Transportation Policies and Procedures to be provided to the Department;
   b. Date stamp all memoranda and clarifications from the Department upon the Broker's receipt of such communication from the Department;
   c. Develop a system to archive expired or otherwise outdated policies, procedures, memoranda or clarifications with references to current policy, procedure, memorandum or clarification.
3. Provide an example of current policies and procedures that best exemplify procedural clarity, detail and language mastery for the skill level of employees dedicated to perform the functions contemplated by this RFP and a list of proposed policies and procedures applicable to the service contemplated by this RFP.
4. Finalists, (not a requirement, at this time) may be required to supply a complete set of policies and procedures (manual) applicable to the service contemplated by this RFP. Procedures may include but are not limited to:
   - procedures for managing grievances, complaints and critical incidents;
   - procedures regarding the refusal of transportation services for NEMT Clients by the Transportation Providers;
   - procedures regarding the management and documentation of "no-show" pickups differentiating between those occasions when a client does not show for a transport and

when a Transportation Provider does not arrive for a pick-up including those late pick-ups in excess of forty-five minutes of the scheduled pick-up.

b. Connecticut NEMT Service Operation Location

The Broker shall establish a Connecticut office. The Broker's Connecticut facility shall house its Connecticut Call Center, Transportation Services, Quality Assurance Operations and Administrative Operations including all key personnel. The Broker shall also establish a backup Call Center which must not be co-located with the primary Call Center.

To submit a responsive proposal THE PROPOSER SHALL propose a Connecticut office location. The Proposer shall also propose a backup Call Center. The office shall be fully functional by the Readiness Review.

c. Operating Hours

The Broker shall provide NEMT services during health care providers' hours of operation, including extended business hours, 365 days a year. The Broker shall have sufficient resources to perform all functions during normal business hours and before or after normal business hours including State holidays. The Broker shall have sufficient staff resources to verify client information and address trip related issues that occur before or after normal business hours (including State holidays). Such staff may be located off site; however staff must have access to client data and other information to be able to perform their functions; i.e. responding to emergencies that may occur during the course of a scheduled trip.

To submit a responsive proposal THE PROPOSER SHALL describe the following:

1. The hours of availability for all Transportation Providers;
2. The operating hours for all dispatch staff for this program;
3. The operating hours of supervisory staff;
4. The hours of operation for the Call Center and back up Call Center; and
5 The type and availability of coverage beyond normal hours of operation, or in the event of an urgent need.

2.2 Client Services

a. Department Responsibilities

Under the resultant contract, the Department shall:

1) Produce and supply to the Broker a monthly roster file and daily file updates of eligible NEMT Clients. The files will be in a format specified by the Department and identify with specificity the eligibility of the client. The Broker will use the files to identify each client's eligibility for NEMT services and to authorize requested NEMT services;
2) Train Broker staff to use Eligibility Management System (EMS) data;
3) Provide the Broker access to the Department's Automated Eligibility Verification System (AEVS); and
4) Verify client status when the Broker calls the Department to confirm such status.

b. Call Center Core Competencies

The Broker shall operate an effective and efficient in-bound and out-bound Call Center with trained staff competent to:

1) Establish client status and eligibility for NEMT services,
2) Determine client coverage category,
3) Identify the residency of an individual requesting NEMT services, and
4) Apply regulatory restrictions to the provision of NEMT services.

2.3 NEMT Eligibility Categories:

Individuals who are eligible for the NEMT service include all Medicaid Clients including, but not limited to those who are enrolled in Care Coordination, Managed Care or Primary Care Case Management (PCCM), and those who are identified within the Department's EMS system as having "Pending" or "Spend-down" status in those programs. Individuals whose application for benefits has been denied or who have been closed in the Department's EMS are not eligible for NEMT. Refer to ***Exhibit One**: **NEMT Coverage Groups***.

For purposes of NEMT service eligibility, any individual who is deemed eligible for Medicaid is eligible for NEMT services as of the date of eligibility for Medicaid until they lose their benefit. clients must reapply for their benefits on an annual basis. When clients fail to reapply as required, they lose their benefits. For some clients the interruption of benefits is temporary. When they reapply (assuming that they are deemed eligible) the Department restores their benefits. The interruption of benefits can be problematic for effectively managing NEMT services especially for individuals who require reliable NEMT services to receive critical ongoing services listed below. To prevent potentially catastrophic health consequences for individuals who require on-going (pre-scheduled) NEMT but who have lost eligibility or are about to lose eligibility, the Broker will:

a. Remind clients to reapply 30 days prior to their scheduled benefit expiration. The Department and the Broker will jointly develop a mechanism to alert the Broker of renewal deadlines;

b. Provide pre-scheduled trips for the services listed below for one week following the end of the month where eligibility was lost:

   1) Dialysis
   2) Chemotherapy
   3) Radiation therapy
   4) Post-operative medical appointments
   5) Stroke-related services
   6) Oncologist visits
   7) Cardiologist visits
   8) HIV-related services

c. Inform the client of their loss of benefits and their need to arrange alternate transportation.

d. Residents of Connecticut: The majority of the eligible clients will reside and receive services within the State of Connecticut, however, a small number of Connecticut Medicaid Clients reside and receive services in other states under the supervision of the Department of Children and Families. Most of the individuals located in out-of-state facilities or with foster parents will

receive transportation from those facilities or foster parents with whom they are placed. Also, some individuals hospitalized out-of-state may require transportation to a secondary facility. NEMT services through the Broker will serve as a transportation backup for those individuals.

e. NEMT Service Limitations and Restrictions:

NEMT service for eligible recipients is authorized for transportation to Medicaid Covered Medical services when the Broker has confirmed that:

1) The eligible client has no viable personal transportation resources;
2) The healthcare provider of such services is the "nearest appropriate provider of medical services." Conn. Agencies Regs. 17-134d-33(e) (2) (B)
3) The trip is for a Medicaid covered medical service which is paid by Medicare or the Veteran's Administration or another third party (individually or collectively identified as a TPL provider). When this occurs, the nearest TPL provider of such services for Medicaid purposes is considered to be the nearest appropriate provider, irrespective of the actual distance between the client's residence and the provider's location.
4) The trip is not solely for the purpose of picking up a prescription or a written prescription order, Conn. Agencies Regs. 17-134d-33(e) (3) (D), or solely for the purpose of picking up "an item [that] does not require a fitting." Conn. Agencies Regs. 17-134d-33(e)(3)(F).
5) The trip is for Medicaid Clients who are under 21 years of age (and not for individuals 21 and older) for services provided by the following independently enrolled providers: chiropractors, naturopaths, psychologists, podiatrists, physical therapists, occupational therapists and speech therapists. An independently enrolled provider is one with an individual provider number or group practice provider number under which the provider makes claims. (Trips will be authorized for services from these providers for clients under age twenty-one, as required by the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program).
6) The trip is not to or from an Institute for Mental Disease for an individual between the ages of 22 and 64.
7) For nursing home patients, transportation to a medical service shall not be paid:
   a) If the medical service is one that the nursing home is required to provide as part of the per diem payment to the home; or
   b) If the service is one connected with the admission physical, annual physical or dental exams required by the public health code.
8) The trip is not for a relative or a foster parent of an eligible Medicaid recipient, unless the person needs to be present at and during the medical service being provided to the patient. For example, when family therapy is being provided to a child, the parent may be transported to the therapy service.
9) The trip is not for services that are not approved, which require prior authorization by the Department that have not been approved.
10) The trip is not to transport a recipient who is a hospital inpatient to any medical service outside the hospital except for a computerized axial tomography (CAT) scan and/or for

magnetic resonance imaging (MRI). Transportation for these services is covered only when the services are not available in the hospital where the recipient is inpatient.

11) The trip is not for a relative or a foster parent of a recipient who is a hospital inpatient, unless the person needs to be trained to provide unpaid health care in the home to the recipient. Without this health care being provided the recipient would not be able to return home.

2.4 Broker Responsibilities for Client Services-The Broker shall:

a. Authorize all NEMT services through a formal prior authorization evaluation and verification process; authorize trips and appropriate reimbursements for eligible clients; authorize payments to Transportation Providers for services provided to those clients who received a retroactive grant of eligibility from the Department but have also paid for transportation during the retroactively covered period.

b. Develop and implement, subject to the Department's approval, procedures to authorize transportation requests including mechanisms to reimburse clients for eligible transportation costs incurred by the client during any period for which the Department retroactively grants them eligibility.

c. Arrange and coordinate the provision of all NEMT services for all NEMT eligible clients to and from approved appointments to receive Medicaid covered medical services whether in-state or out-of-state.

   1) Coordinate (when required) the transportation of eligible clients who are temporarily located in out-of-state residential treatment facilities and may require transportation upon discharge.

   2) Coordinate (when required) the transportation of eligible clients who require transportation from a Connecticut hospital to an out-of-state facility or from an out-of-state facility to a Connecticut facility or home at the request of the Department.

   3) Coordinate the non-emergency medical ground and air transportation of individuals who are residents of Connecticut but must receive medical services out-of-state. Some individuals require specialty treatment at medical facilities or hospitals in other states when those services are not otherwise available in Connecticut.

d. Verify eligibility for NEMT services during the reservation process by:

   1) Maintaining and applying a methodology to verify client status for the purpose of performing NEMT service authorization requests for eligible, "pending," and "spend-down" clients;

   2) Determining whether the intended client of the requested NEMT service is eligible for coverage of the NEMT service using the most recent status file supplied by the Department;

   3) Validating status through the web-based interface with the Department's AEVS when the Broker is unable to validate eligibility by accessing the file;

   4) Using the unique Client Identification Number assigned by EMS to identify each eligible person. EMS will assign a unique identification number for all individuals covered by this resultant contract;

5) Verifying the clients' eligibility status at the time of the reservation request and during the service month but at least two business days prior to the date of the transportation, when the reservation request is for rides for the following month. The Broker shall notify clients who have lost eligibility that their NEMT service will be terminated. The Broker shall notify the client at least two business days in advance of the scheduled transportation trip. If the Broker is unable to notify the client at least two business days in advance, the Broker shall schedule the transportation for prescheduled trips for one week after the loss of eligibility with notice that future trips will be terminated until such time as the client regains eligibility; and

6) Attempting to contact the client as expeditiously as possible through a personal telephone conversation or through regular mail, appropriately recording the notification method, for those clients who lose eligibility but have a pre-scheduled trip from a prior month. The Broker shall report (in accordance with § 2.23 of this RFP, Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports*) to the Department all clients who have lost eligibility but have had prescheduled transportation and whose transportation arrangements have been terminated and shall provide evidence of having notified the client.

e. Collaborate with the Department to examine and develop NEMT management strategies for individuals who lose their eligibility, but continue to require NEMT.

To submit a responsive proposal THE PROPOSER SHALL describe its plan to require staff to master core competencies of this program prior to performing Call Center functions.

2.5 Transportation Request Approval Process (Core Competencies)

The Broker shall receive and process all requests for NEMT services for eligible clients. The Broker's decisions to authorize NEMT services shall be based on the Department's definition of Medical Necessity and Medical Appropriateness. A client who requires NEMT to obtain an authorized covered Medicaid service must call the NEMT Broker to request transportation with at least two business days notice, unless the request is for urgent medical care. Ambulance providers or hospitals or nursing homes calling on behalf of their eligible clients or clients who are "otherwise not eligible" (*refer to definition "NEMT Client"*) must request prior authorization from the Broker before providing the transportation.

The Broker is responsible for responding to client requests in a timely manner, appropriately evaluating the request, and for ensuring timely and appropriate transportation to medically necessary services for eligible clients.

The Broker must "document" certain actions and decisions as further defined. Documentation refers to the preparation of a statement that memorializes, explains or verifies certain information. The Broker must document and record its action and in some instances, the reasons for its action. Documentation may take the form of an entry in a data system, paper documents and electronically recorded messages or other data. The Broker must apply Department approved policies for requiring clients or medical providers to supply documentation including the type of documentation (paper, electronic, recording, etc.). When the Broker requires a medical provider to "document" information to verify closest appropriate provider or to justify a particular mode of transportation, the Broker may utilize the following legitimate methods depending on the circumstances: 1) A written document with a medical provider's explanation and signature, or 2)

An oral (recorded) statement from a medical provider or his or her representative, which the Broker will enter into its data system appropriately referenced. The method selected for documenting the information should reflect the least burdensome approach (for medical provider and Broker) while gathering the needed information. Nonetheless, the Broker must exercise due diligence in ensuring that the information provided accurately reflects the client's need. The Broker shall require a signed written statement attesting to the medical necessity of a livery service from the medical provider when the medical provider and the Broker disagree on the level of service or mode of transportation.

To achieve appropriate and efficient service the Broker shall include the following steps and processes when responding to requests for NEMT service:

a. Two Business Days advance notice - The Broker shall:

Determine whether a qualified client's request for NEMT provides at least two business days notice to schedule the transportation. If the request for transportation is less than two business days, the Broker may waive the two business day notice requirement for "Good Cause" or in response to an urgent medical need. When waiving the notice requirement to meet an urgent medical need, the Broker shall make a good faith effort to confirm the nature of the medical need by contacting the medical provider. When the urgency of the medical need can not be established because the medical provider is available on an unscheduled basis such as an urgent care center or a clinic, or the medical provider is either unable or unwilling to provide the information, the Broker should assume the request is for an urgent need based on the client's statement. In all other instances the Broker shall evaluate the request noting the reasons for either providing or denying the request. The Broker shall waive the two business day notice when the Broker has determined that there is Good Cause to do so. Examples of "Good Cause" include: (1) personal vehicle is not available unexpectedly, or (2) the client unexpectedly has no money for gasoline for his or her own vehicle, or (3) an earlier appointment for services becomes unexpectedly available, thereby allowing the client to be seen earlier. Otherwise, the Broker shall issue a Notice of Action when it denies the request because of the client's failure to provide at least two business days notice.

b. Verification Process -The Broker shall:

1) Verify the client's eligibility for transportation services is consistent with Medicaid and the Department policy on the date of service request and on the date of service through:

   a) An examination of the Department's daily and monthly data file provided to the Broker;

   b) An examination of the Department's AEVS for clients when the client's name is not shown on the daily or monthly data files;

   c) Contact with designated Department staff to verify eligibility or other status when the client's eligibility cannot be verified as outlined in steps a and b above;

   d) Conducting initial eligibility verification on the date of the request;

   e) Conducting subsequent eligibility verification during the service month if the transportation is scheduled for a date in a month other than the month in which the client requests the service;

f) Notification to the Department of those clients who have scheduled trips and who become ineligible for the month in which the service is requested;

g) Notification to the client of their ineligibility and the Broker's intent to cancel the trip. For certain clients with ongoing urgent medical needs the actual date for cancellation may be extended for a limited period to allow the client to submit to his or her eligibility worker additional evidence supporting his or her eligibility. On-going urgent medical needs include appointments for dialysis, chemotherapy, or under other circumstances as determined by the Department. For purposes of this section, the notification will be considered a courtesy notice not subject to a formal Notice of Action as described in § 2.30 Notices of Action;

h) Canceling the advance transportation reservation for those clients who become ineligible; and

i) The Broker may bill the Department for the cost of a trip scheduled through an advanced transportation reservation and provided to a client who is deemed "otherwise not eligible" if the Broker confirmed the client's status with the Department in advance of the transportation.

2) Verify that the transportation requested is to and/or from a Medicaid program covered service and that it otherwise complies with the Department's regulations concerning covered and non-covered services;

3) Verify that the client has no other means of transportation;

The Broker may deny NEMT to a client who has his or her own means of transportation and that means of transportation is operable and is available to the client. The Broker shall make a due diligence effort to verify that the client has no other means of transportation.

The Broker shall provide NEMT services for clients who have access to his or her own means of transportation but that due to unexpected circumstances are at the time the service is required unable to rely on their own resources or arrangements from other family or friends or volunteers. In the event that the client has an inoperable vehicle or lacks the resources to operate the vehicle, the Broker may offer the client the ability to receive reimbursement for mileage in order to enable the client to use his or her own vehicle or to obtain transportation from a volunteer, friend or family member. Otherwise, the Broker shall offer the lowest cost appropriate mode of transportation. However, personal reimbursement shall be subject to appropriate validation procedures to prevent abuse.

4) Verify the client's address to ensure correct pick-up and drop-off locations and to ensure the safety of clients. When a client claims a different address from that which the Department provides, the Broker must take reasonable effort to ascertain the validity of the alternate address. Such an alternate address may be valid for many reasons including, but not limited to, the fact that the Department's data file may not accurately reflect the current address for the client, the individual may be residing in a relative's home for post-surgery care, the person is homeless and must move from one shelter to another, etc. Given these descriptions of real circumstances, the Broker must take such steps to provide these individuals, who have no other means of transportation, the necessary transportation for their appointments. To perform this function, the Broker shall:

a) Examine the Department's data file;

b) Contact the Department and defer to the Department's verbal decision when the address given by the client is inconsistent with the Department's data listing when the client claims a different address from the address listed in the data file. The Broker may accept requests for transportation on an exception basis when the client provides a temporary alternative addresses. Acceptable temporary alternative addresses include, but are not limited to:

   i. Addresses of a family member or friend when the client is discharged from a hospital or day surgery and requires recovery assistance;

   ii. Addresses of shelters;

   iii. A nursing home address instead of the actual community residence address (mailing address);

   iv. Other addresses necessitated by circumstances that have been approved by the Department; and

   v. The establishment of "emergency" drop off locations and contact procedures for children.

5) Verify the client's appointment when reasonable considering such factors as medical urgency or cost effectiveness of the mode or the frequency of the transportation. The Broker shall accept a client's request for "urgent" transportation without appointment verification when the practice of the facility or medical provider is to accept clients without appointments, i.e. walk-in/urgent care clinics. The Broker may verify multiple regular appointments to recurring appointments such as dialysis treatments or methadone treatments with a single verification per month. The Broker may only deny or obstruct the transportation request if the Broker has exercised due diligence and has determined the appointment is neither urgent and/or recurring. The Broker will be a "Business Associate" under HIPAA guidelines and as such will be able to request appointment information to transact activity in behalf of Medicaid Clients and as such are authorized to use Personal Health Information to perform a function, service, or activity for the Department or to help the Department perform certain activities. In verifying the appointment with the medical provider, the Broker shall obtain and record the medical provider's National Provider Identifier (NPI) number;

6) Assess and provide the most cost-effective and least expensive mode of transportation including:

   a) Establishing a client's ability to utilize the least expensive appropriate mode of transportation through direct inquiry with the client whenever possible and when the least expensive mode cannot be reasonably determined through inquiry with the client; obtain justification through a medical professional of an appropriate mode

   b) Evaluating the appropriateness and cost effectiveness obtaining of bus passes for the transportation of eligible NEMT Clients by:

      i. Determining whether clients requesting NEMT services reside near accessible public transportation and whether the medical appointment location is also located near the same or a connecting public transportation route;

ii. Determining that the bus schedule is consistent with the time of the appointment and that the identified bus transportation provides a reasonable mode of transportation considering travel time, transfer time and waiting time both for travel to an appointment and return travel. When scheduling inter-city bus transportation, the Broker must provide a detailed itinerary for the client explaining pickup and drop off locations and transfer locations, bus identification, walking distances and time intervals for each bus segment;

iii. Determining that the client has no medical, physical or other barriers that would prevent the client from utilizing bus transportation. If the client indicates a medical need for a more expensive form of transportation, the Broker will first attempt to determine the medical limitations based on information provided by the client and then may request medical documentation if the information provided by the client does not substantiate need for higher mode of transportation;

iv. Determining the appropriateness of a transit pass based on the client's needs and personal situation including the client's medical condition, direct route availability, distance and length of trip, scheduling of medical appointments, and availability of other resources for provision and payment of transport;

v. Determining that the client understands how to use public transportation including the ability to read printed material describing bus routes and schedules;

vi. Determining the least expensive denomination of bus options required to satisfy the client's verified medical transportation needs. A bus pass may take one of many forms including but not limited to: a one ride token, a multi-ride ticket, all day pass, 3-Day, 5-Day, 7-day, 31-day unlimited ride pass. When considering the use of bus pass options, the cost of the pass offered cannot exceed the cost of individual transit trips. Also, the cost of transit passes must be less costly than other modes of travel;

vii. Re-evaluating the appropriateness of the bus mode of transportation whenever the client's medical need or appropriateness changes.

c) Purchasing transit options in bulk at available discounted amounts and providing them on a need verified basis and denomination;

7) Verify the closest appropriate healthcare provider.

For purposes of determining closest appropriate healthcare provider the Broker must apply applicable regulations that shall be provided to the Broker through the Department. Applicable regulations include, but are not limited to the following:

The Department reserves the right to limit its authorization of transportation to the nearest appropriate healthcare provider of medical services when it has made a determination that traveling further distances provides no medical benefit to the client. For purposes of this requirement, all hospitals the Department designates as "border hospitals" must be considered as if they were "in-state hospitals. If the client has been receiving care from a particular healthcare provider and the next request for transportation is to receive a continuation of the medical care previously received, the Broker must schedule the transportation for that healthcare provider. In this scenario, the medical provider that had

been providing the service is the closest appropriate provider because the client has an ongoing relationship with a medical provider for an existing condition. If the client had previously received services from a provider who is further than fifteen miles from the residence of the client and the next request for transportation is for an appointment unrelated to the previous service, the Broker is able to deny the request on this condition if a closer and available healthcare provider exists.

If a request for transportation is for a healthcare provider that provides service as a part of a team where a number of medical providers must act in consort for a serious issue, such as an organ transplant, the Broker is unable to deny the service irrespective of the distance to the healthcare provider. In other instances, the availability of healthcare provider may be limited and in certain parts of the state travel to such healthcare providers further than fifteen miles is common. Throughout the term of the resultant contract, the Broker must employ a registered nurse within its staff to help the Broker reasonably assess the availability of healthcare provider. Because the availability of providers is not equally distributed throughout the State, the Broker must be vigilant in how it interprets the "closest appropriate provider" regulation and should implement procedures to avoid arbitrary interpretations.

The Broker shall implement procedures and processes to avoid excessive burden of proof on clients who reside in rural areas whose healthcare providers are more likely to be located in excess of 15 miles from the client's residence.

In evaluating the requirement for the closest appropriate healthcare provider, the Broker shall:

a) Direct the client an alternative healthcare provider closer in location, who will provide an equally appropriate level of service and an appointment appropriate to meet the needs of the client whenever the Broker believes that the transportation to the alternative closer healthcare provider may be more cost effective;

b) Provide the client and or medical provider an opportunity to justify the client's original selection based on the medical necessity for the selected healthcare provider;

c) Examine the Connecticut Medical Assistance Program (CTMAP) provider directory for possible alternative healthcare provider;

d) Conduct all verification inquiries as expeditiously as possible to accommodate the transportation need within the timeframe available for the medical treatment. The Broker's verification processes shall not create unnecessary obstructions to receive NEMT services;

e) For purposes of this requirement any healthcare provider who can provide an equally appropriate level of service at an appointment appropriate to meet the needs of the client located within a 15 mile radius from the client's residence must be considered the "closest appropriate provider" irrespective of the actual distance from the client's residence. The closest appropriate healthcare provider may also be someone located beyond 15 miles, if the specialty provided is not be available within closer proximity to the client's residence. In other instances no other closer healthcare provider is available within the time required by the client due to the client's health needs. For purposes of this requirement, an established relationship between a healthcare provider and a client

is not sufficient by itself to warrant Medicaid financed transportation to the healthcare provider;

f) Document the authorization reason when the Broker authorizes NEMT to a healthcare provider in the transportation database that is not the geographically closest provider. When requiring documentation to establish the "closest appropriate" healthcare provider, the Broker shall utilize the least burdensome documentation method that also provides the necessary information; and

g) Audit on a monthly basis the verification action (listed above in subsections a)-g)) for a random sample of trip reservations.

To submit a responsive proposal THE PROPOSER SHALL describe its plan to ensure that staff has mastered core competencies for Transportation Request Approval Process including the specific requirements listed below:

1. Describe its eligibility verification process including verification for individuals with dual eligibility, (individuals eligible for Medicare and Medicaid);
2. Describe how the Proposer will ensure that that the transportation requested is to and/or from a Medicaid program covered service and otherwise complies with the Department's regulations concerning covered and non-covered services;
3. Describe how the Proposer will verify that the client has no other means of transportation.
4. Describe how the Proposer will verify the client's address for correct pick-up and drop-off locations and to ensure the safety of clients;
5. Describe the process by which the Proposer will verify the client's appointment and that the medical service is covered by Medicaid;
6. Describe how the Proposer will assess the transportation request and provide the least expensive, appropriate mode of transportation including:
   a. A process to establish a client's ability to utilize the least expensive, appropriate mode of transportation, which may include a bus pass; and
   b. A process to verify the closest appropriate healthcare provider.
7. Describe the detailed process for determining the appropriateness of bus utilization including the method to determine distance from actual bus stops, bus schedule, actual in transit and wait times associated with bus transportation.

c. Transportation Authorization Process - The Broker shall:

1) Document all request and authorization transactions in the Broker's automated transportation database;

2) Document the authorization reason when the Broker authorizes transportation to a healthcare provider in the transportation database that is not the geographically closest healthcare provider;

3) Require clients to request NEMT at least two business days in advance of a scheduled non-urgent appointment. The Broker may deny NEMT if the client fails to request NEMT services for a scheduled non-urgent appointment at least two business days in advance;

4) Waive the two business day requirement for "Good Cause." "Good Cause" includes unanticipated circumstances such as (1) a personal vehicle is not available unexpectedly or (2) the client unexpectedly has no money for gas, however, the broker shall document such action;

5) Accept urgent reservations, as medical need dictates either on the day of the request or the following day, based on an appointment given by a medical provider. The Broker shall confirm the urgent nature of the appointment with the medical provider, when possible, recognizing that client requests for transportation at "urgent care clinics" cannot be verified. Authorizations that need to be performed by a registered nurse may be performed during normal reservation hours;

6) Accept reservations for NEMT for non-urgent medical appointments during normal business hours and urgent reservations at any time through a staffed back-up Call Center;

7) Utilize an automated system to schedule and record client trips;

8) Monitor Transportation Provider dispatching activities to require the following performance:

   a) Waiting time for pickup or delivery shall not exceed fifteen minutes;

   b) Transportation Providers shall drop off and pick up clients at pre-arranged times;

   c) Transportation Providers shall pick up clients for appointments and drop them off at scheduled appointment within no more than a fifteen minute variance from the time scheduled;

   d) Transportation Providers shall pick up clients for return rides within forty-five minutes from the time of the return trip call; and

   e) Transportation duration time shall not exceed fifteen minutes from the expected transportation duration for a single ride from the client's pick up location to the client's drop off location as determined by a standard estimating process.

9) Report missed pickups and client "no-shows" to the Department in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven***: *NEMT Reports* or as may be required by the Department;

10) Confirm with the client's healthcare provider (when possible), the client's medical need for special transportation services; and

11) Document its decisions regarding closest appropriate healthcare provider and least expensive mode of transportation including recording reasons for not utilizing the lowest cost Transportation Provider in the Broker's transportation database.

To submit a responsive proposal THE PROPOSER SHALL describe its plan to ensure that throughout the term of the contract the Broker shall perform the core competencies through the use of following procedural requirements and internal process controls developed by the Broker. These include:

1. Method for recording all requests for transportation including those requests that are denied and the oversight of those denials and the reporting of those decisions to the Department.

2. Procedure for determining “closest appropriate healthcare provider” including a process for identifying a closer healthcare provider who is ready, willing and able to provide the medical service by type and specialty as required by the client’s needs;

3. Process for authorizing NEMT ambulance including the identification of Medicare and other primary payers;

4. Process for identifying and coding Medicaid covered services and destinations;

5. Procedures for evaluating and responding to healthcare provider statements that the provider has an established relationship with the client;

6. Plan to monitor “on-time” performance including late pick up and drop off and missed pick up; “no-shows,” and “on-time performance, corrective action procedures and reporting method to the Department;

7. Process for avoiding barriers to transportation service when either the client or the healthcare provider cannot verify the appointment, including those instances when a client is requesting urgent transportation or when a healthcare provider cannot (or will not) verify an appointment (for reasons of law, practice or clerical mismanagement);

8. Process for providing transportation when the client has no permanent residence, or when the individual requests transportation to or from an alternate address for post surgery care, hospitalization or other medical care;

9. The role of its nurse or other medical professional in evaluating the “Medical Appropriateness” standard for determining least expensive, appropriate mode of transportation and nearest healthcare provider of service;

10. Authorization Process including Approvals, Denials, Appeals, and Notice of Action (refer to § 2.29 Appeals and § 2.30 Notices of Action);

11. Scheduling process and procedures;

12. Dispatching processes and procedures;

13. Plan to evaluate and respond to “Urgent Demand-Response” trips not scheduled in advance;

14. Plan to require pickups within fifteen minutes from the scheduled pickup time including the Broker’s process to verify pickup and drop off times;

15. Plan to record, measure and avoid “missed pickups,” “no-shows,” and “on-time performance;” and

16. Method to monitor client trip utilization and consistency with the Broker’s scheduled arrangements.

2.6 Client Outreach – Non-Emergency Medical Transportation Information and Coordination

a. The Broker shall provide a comprehensive NEMT outreach and educational plan and culturally sensitive materials (brochure) directed at eligible clients, health care providers and human service agencies. The Broker shall propose such materials and distribution plan to the Department for its review and approval (prior to distribution) within ninety days (or alternate date as agreed by the Department) from the execution of a resultant contract.

   At a minimum the materials shall describe for clients and other stakeholders:

   1) The availability and coverage of NEMT
   2) Eligibility for NEMT services
   3) The authorization process:
      a) Eligibility Verification
      b) Appointment Verification
      c) Least Expensive Mode
      d) Closest Appropriate Healthcare Provider
   4) How to properly access and use NEMT services:
      a) Two business day advance notice
      b) Urgent transportation
      c) Will Calls" for return trip notification
   5) Wait times
   6) Transportation duration time – livery and bus:
      a) Bus Pass utilization, transfers, distance to bus stop, schedule restrictions
      b) Bus pass denominations and number of verified appointments as the basis for the denomination
      c) Inter-urban bus service – when used
   7) Livery - Description (scheduled – not "vehicle for hire" and not "demand response vehicles") Pickup and Drop Off standards, assignment
   8) Ambulance Utilization
   9) Personal Reimbursement on an "exception" basis
   10) Ride logs: Importance of signing the log
   11) Phone numbers – "How to contact us"
   12) Late pick-up: Who to call
   13) After hours transportation
   14) How to inform the Broker of Changes in Appointment Schedule or changes in ability to use a bus
   15) Complaints, Significant Incidents
   16) Notice of Action
   17) Appeals and Hearings

b. Such materials must be culturally sensitive and written at a seventh grade reading level in both English and Spanish.

c. The Broker shall distribute the materials according to the Department approved distribution plan.

d. The Broker shall produce, print, and distribute 100,000 informational brochures to facilities and other stakeholders according to a plan approved by the Departments.

e. The Broker shall supply the Department brochures to be distributed to the clients by the Department at the time that eligibility is granted or other time as determined by the Department (Optional requirement based on Department's acceptance of cost proposal).

f. The Broker shall develop and implement strategies to work with clients who do not comply with established policies and procedures, such as clients who habitually do not show when the driver arrives to pick up the client at a prescheduled time.

g. The Broker shall collaborate with hospitals, nursing homes, dialysis centers and methadone treatment facilities to achieve NEMT efficiencies.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its plan to outreach to clients to inform them of the availability of the NEMT services. The plan shall include the production and distribution of printed materials in English and Spanish and materials in other languages where the language is used by at least 5% of the population in the region;
2. Provide samples of outreach materials used for similar contracts;
3. Provide its client outreach plan to manage no-shows and other non-compliant client behavior;
4. Describe its plan to collaborate with hospitals, nursing homes, dialysis centers and methadone treatment facilities to achieve NEMT efficiencies; and
5. Describe its plan to identify individuals who have lost their eligibility but have on-going transportation needs and its method to inform such clients that the NEMT benefit will terminate without a renewal of the benefit.

2.7 Client Accommodations, Rights and Cultural Sensitivity

NEMT services must be available on a non-discriminatory basis to eligible clients irrespective of the regions, communities, or neighborhoods they live in or their age, race, religion, creed, national origin, sexual orientation, gender, ability, health status or based on others with whom they live. The Broker shall:

a. Develop written policies regarding client rights. The Broker shall comply with all applicable State and federal laws pertaining to client rights, privacy and accommodation. The Broker shall require its employees, subcontractors and network providers to respect those rights when providing services to clients.

   1) Client rights include, but are not limited to, the following:

      a) The right to be treated with respect and due consideration for the Member's dignity and privacy;

      b) The right to receive information on NEMT options and alternatives in a manner appropriate to the client's condition and ability to understand; and

      c) The right to refuse NEMT options available.

b. Arrange for the transportation for eligible clients to the nearest appropriate healthcare provider;

c. Arrange for the transportation for all eligible clients, including those with disabilities. Such accommodations may include but not be limited to providing communication alternatives to persons who are deaf or hard of hearing;

d. Arrange for the least expensive, appropriate mode of transportation based on the medical condition, needs and limitations of the client established through appropriate means. For a first time appointment this shall include the client's personal statements regarding their ability to utilize a particular mode of transportation. In this instance a clinician would not have been able to assess the medical condition and without the opportunity to assess, the clinician would not be able to validate the client's statement of their ability to utilize a particular transportation mode;

e. Require transportation companies (drivers) to assist clients entering and exiting the vehicles. Such assistance may include assisting individuals from their homes to the vehicle and from the vehicle to a medical service provider lobby when an escort or an attendant does not accompany the individual; and

f. Ensure that Transportation Providers and drivers comprehend reasonable accommodations for persons with physical, emotional or limitations of comprehension. Assistance in this context is not intended as a replacement for an escort or an attendant; however, assistance assumes that certain NEMT Clients may require assistance and that assistance must be provided by the vehicle operator to the extent their liability insurance allows. The Broker shall determine client assistance requirements at the time the client requests a ride.

To submit a responsive proposal THE PROPOSER SHALL:

Describe its procedures to address a-f above and to otherwise overcome barriers to NEMT services presented by individuals with various challenges including but not limited to: physical, emotional, or any other accessibility challenges including those presented by culture and geography.

2.8 Call Center

Call Center technology referred to in this procurement is an Automated Call Distribution (ACD) system. Clients request transportation services or otherwise obtain or provide information through this technology. The system distributes and manages calls, tracks calls, provides automated information and records voice calls and data. Related technology must record, retrieve and transmit the recorded phone calls electronically to the Department. The Broker shall implement and maintain a comprehensive, fully functional, inbound and outbound telephone call system including the following characteristics and capabilities.

a. The use of both staffed lines and an industry standard ACD system to monitor and distribute call volume to staff during regular business hours and transfer calls to an after hours backup mechanism. The call system shall have the following characteristics and specifications:

   1) The ACD system shall provide:

      a) Menu Options; and

      b) Sufficient lines to support the volume of calls within the performance standards defined in the resultant contract.

   2) The ACD system capabilities shall include:

a) Limited menu ACD including:

i. Prerecorded information;

ii.Option to accept messages in a voice mail box; and

iii.Option to talk with a representative or select a known extension.

3) Translator service connection;

4) Ability to receive direct and transferred calls;

5) Ability to transfer calls internally and externally;

6) Conferencing;

7) TDD or TTY line, text-telephone device (TTD) or equivalent system to communicate by telephone with hearing-impaired clients;

8) Overflow capability;

9) Call back capability;

10) Data collection and analysis including:

a) Tabulating and reporting data on telephone calls and surveys for both day-to-day operational management and ongoing service quality monitoring.

b) Recording all telephone conversations including a method to retrieve such recorded conversations by date, time and employee and a method to store such recordings. Recorded telephone conversations shall remain available for retrieval for six months after the recording unless the Department requests an extended retention prior to the expiration of the retention of such recorded calls for audits, investigations or other purposes the Department shall specify.

c) After business hours, recorded messages shall provide sufficient and appropriate information regarding regular business hours.

d) When a staff person is not available for routine calls, a recorded message shall answer every thirty seconds from the ACD call activation during business hours**.** When calls are not answered within the first fifteen seconds, the ACD shall initiate a recorded message encouraging a caller to remain on the line and assuring a caller that a qualified staff person will answer the call momentarily.

11) The call reporting system shall include recording and statistical tabulating capability in real time, including at a minimum:

a) Number of incoming calls;

b) Number of answered calls by Broker staff by ACD line;

c) Average number of calls answered by Broker staff;

d) Average call wait time;

e) Average talk time by ACD line;

f) Percent of routine service calls answered by staff less than sixty seconds after the selection of a menu option;

g) Number of calls placed on hold and length of time on hold per ACD line; and

h) Number and percent of abandoned calls. (For purposes of this subsection abandoned calls refers to those calls abandoned after the entire menu selection has been played). The call abandonment rate shall be measured by each hour of the day and averaged for each day.

b. Recording all inbound and outbound phone calls except those phone calls for or from employees or classes of employees the Department exempts in writing upon request by the Broker. Notwithstanding the forgoing, the Department, at its option, may reverse any granted exemption upon written notice to the Broker.

c. A toll-free number and sufficient toll-free telephone lines for callers to obtain NEMT information, customer survey information, and to support clients, provider and related functions outlined in this RFP.

d. Seamlessly transitioning a caller from the ACD to a Customer Service Representative (CSR) for the functions described in this RFP.

e. Connecting with a telephonic language translation service when and if necessary, to respond to callers who do not speak English.

f. An "emergency" option to allow clients immediate access to staff to manage urgent or emergency issues or to transfer emergency calls to 911 or an appropriate local emergency (ambulance) service as appropriate.

g. An after hours menu option to allow the caller to record messages in a voice mailbox for after hours calls with a call back the next day, and to allow a caller to select an after hours backup Call Center customer service representative equipped with the same access to data and capacity to record message as the day time ACD.

h. Additionally, the system (or separate device) shall allow the Broker to immediately contact Transportation Providers and shall allow the Transportation Provider to immediately contact the Broker in the event of an urgent transportation issue arising during the course of an NEMT trip.

To submit a responsive proposal THE PROPOSER SHALL:

1. Propose its ACD system to meet the performance requirements as outlined above;
2. Propose its emergency backup system to provide access in the event of power or telephone failure;
3. Describe its after hours, weekend and backup telephone contact system;
4. Propose its method to record telephone communication for all staff with client contact; and
5. Describe and justify the phone system including:
   a. The number of phone lines; and
   b. Anticipated number of calls by time of day and day of the week including peak call times.

2.9 Telephone Call Management – Client Services

The Department shall regularly review the performance of the Broker's call management services and require and review corrective action when necessary.

To submit a responsive proposal THE PROPOSER SHALL:

1. Propose its Call Management methodology and staffing arrangement to manage phone calls within the functional task areas outlined in this RFP;
2. Propose a staffing schedule for "normal business hours" for the daily operation of the Connecticut Call Center based on anticipated call volume and other business requirements. The normal business hours will operate all week days except for six regular state holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. State holidays will have an alternate staffing schedule to maintain coverage. The normal business hours shall include at a minimum, core business hours from 8:00 AM to 5:00 PM, Local Time, when the Broker will be available for service to clients, the Department and other stakeholders. The staffing schedule shall include the number of staff assigned by time of day and day of the week and non-business hours coverage.

Additionally, **To submit a responsive proposal THE PROPOSER SHALL** provide:

a. A plan to monitor after-hours call volume,

b. A plan to adjust staffing when the call volume reaches thresholds proposed by the Proposer, and

   1) Fully describe in narrative and flow chart how clients and other stakeholders could access the Broker's services with a minimum of barriers presented by automated ACD menu options and including maximum time lags between the initiation of the call and the opportunity for a client to talk with an appropriate employee;

   2) Describe the Proposer's process for managing emergency, urgent, and crisis phone calls during normal business hours and after normal business hours. Also describe the method by which after hours staff will have access to data and describe the integration of after hours telephone recording with the Broker's data system;

   3) Describe how the Proposer will monitor the Telephone Performance Standards;

   4) Describe the method to educate clients who habitually abuse the request system including clients who call after regular working hours and leave messages requesting transportation;

   5) Describe its seamless process to transfer a caller to a Managed Care Organization (MCO), the Department or another entity more appropriate to address the client's needs;

   6) Propose its Call Management methodology and staffing arrangement to manage phone calls received before or after normal business hours (including the six regular State holidays). Include in the methodology a plan to monitor call volume after 5:00 PM and its approach to re-allocate staff based on call volume and to adjust staffing when the call volume reaches thresholds proposed by the Proposer.

2.10 Telephone Performance

a. The Broker shall provide telephone service that meets standards of promptness and quality listed below. The determination of violations of performance standards will be based on the Broker's monthly telephone logs.

b. The Department expects that one hundred percent of telephone calls will be answered within four rings (a call pick-up system that places the call in queue may be used); however the performance standard requirement is 98% of all calls received during each month will be answered within four rings.

c. The performance standard requires the Broker to maintain a queue of not more than two calls per operator at any time for 98% of the monthly call volume.

d. The wait time in the queue shall not exceed five minutes.

e. The blocked call rate (busy signal) shall not exceed 5% of total calls received during each month.

f. The call abandonment rate shall not exceed 5% of total calls received during each month.

2.11 Operations – Network Management

a. NEMT Network Introduction

The Broker shall create a broad system for providing the least expensive, medically appropriate form of NEMT to NEMT Clients. The Broker shall authorize and/or arrange the following types of NEMT in accordance with existing regulations: private automobile, bus, livery, taxi, wheelchair van, stretcher van, train, ambulance, secured transportation containing an occupant protection system that addresses safety needs of disabled or special needs individuals, and reimbursement for volunteers for the cost of transporting individuals and as required in the State of Connecticut Medicaid State Plan or as otherwise approved by the Department. When required, the Broker shall coordinate air travel through a travel agent and in consultation with the Department. The NEMT system shall include:

- Methods for arranging and reimbursing family members or friends to transport eligible clients when clients have no personal means to transport themselves,
- Purchasing and distributing appropriate denominations of bus tickets or passes for eligible clients who would be appropriately served by this mode of transportation,
- A livery and ambulance transportation network,
- A mechanism for obtaining commercial air transportation and train transportation when necessary and in consultation with the Department, and
- Other methods that are approved by the Department prior to utilization.

b. Personal Reimbursement - The Broker shall:

1) Develop and maintain a process to reimburse eligible clients for the cost of their transportation to and from covered medical services by friends, or other individuals when such transportation is prior approved and:

a) Is available to the client; and

b) the client has no other means of transportation or personal resources to use his or her own vehicle; and

c) the individual offering to transport the client does so voluntarily and the client voluntarily accepts this alternative form of transportation; and

d) the vehicle in which the client is transported has at least the minimum level of liability insurance for operation on Connecticut roads; and

e) the rate of reimbursement is the Department's established rate; and

f) no less expensive mode of appropriate transportation is available.

g) For purposes of determining the mileage to be reimbursed, the Broker shall utilize PUCA mileage, a standard or commercial mileage calculator. When a client requires multiple stops, the Broker may utilize a statement from the client indicating vehicle odometer readings at the beginning and at the end of the trip. The methodology will be subject to the Department's approval

2) Require, as conditions of reimbursement, that the individual submit the following with his or her request for reimbursement:

a) A statement including the client's name, client identification number, date of service, residential location of the client, name of medical provider, service location of the medical provider, mileage between the client's residence or pick up location (whichever is closer to the medical provider), total amount owed for reimbursement;

b) A statement signed by the medical provider or other documentation from the provider that the client was seen by the provider on the date of service; and

c) A copy of the automobile liability insurance cover sheet of the person who provided the transportation.

3) Maintain personal reimbursement client based data and report to the Department in accordance with §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department.

4) Reimburse the individual in accordance with usual and customary standards applied to other modes of transportation in the Broker's system.

5) Coordinate reimbursement to individuals who have been erroneously billed and have paid for NEMT transportation by livery or ambulance providers.

a) The Broker shall establish and maintain procedures that will require its contracted ambulance and livery providers to reimburse clients for transportation charges the erroneously billed to the client by the provider and for which the client paid. This provision applies to all NEMT Clients;

b) The Broker will reimburse the Transportation Provider for the NEMT services provided to the client at the Department's fixed fee schedule in effect as of the date of service;

c) The Transportation Provider will be prohibited from balance billing the client.

6) Invoice the Department for actual personal reimbursements made in accordance with b. 2) above.

2.12 Bus Tickets and Passes - The Broker shall:

a. Purchase various denominations of bus tickets for the NEMT needs of clients, but distribute the lowest denomination of bus passes available for the requested and verified trips as of the date of the request. The Broker shall not utilize more bus passes or a higher denomination of trip pass

than is necessary to meet the NEMT needs of eligible clients. At its option, the Department may seek alternative methods to purchase the passes. In either case, the Broker shall prepare lists of individuals for whom specific denominations of passes are required.

b. Evaluate the appropriateness of bus transportation for clients. The evaluation shall include:

1) An assessment when required by a qualified medical professional of the medical Appropriateness of bus transportation for the client including whether the client has any physical, medical or intellectual barrier to travel by bus.

2) An evaluation of the utilization constraints of bus transport, ensuring that for those clients directed to use bus transportation that:

a) The client lives within a reasonable distance from a bus stop given the physical, emotional and intellectual limitations of the client; and

b) The bus also stops within a reasonable distance of the medical provider given the physical, emotional and intellectual limitations of the client; and

c) The bus route to and from the medical provider is available within a reasonable time from the appointment time; and

d) The route schedule provides additional runs in the event that the client misses a scheduled and intended run; and

e) Inter-city bus schedules permit reasonable times for transfer to and from the appointment such that the client will not experience wait and travel time in excess of 1 hour beyond the time a livery transport would take for the same trip.

3) Prepare all bus passes for distribution to clients in sufficient time for the client to receive such passes. Preparation will include:

a) Verifying the mailing address of recipients;

b) Inserting the pass in an envelope addressed appropriately; and

c) Sorting the envelopes by zip code if appropriate for postal discount.

d) Documenting undeliverable returned bus passes for follow-up.

The Broker shall mail the passes and the cost of postage shall be a pass through cost to the Department. Any corporate allocation, profit margin, or fee shall not be calculated with the inclusion of postage in the total value on which the margin is taken. The Broker shall submit to the Department an invoice for its cost for the passes and its cost for the postage and envelopes. The Department and the Broker will pursue optimum purchasing and refund arrangements for non-used passes.

4) Maintain bus ticket/pass data including client, trip, and bus pass specific data and report to the Department in a form and in a frequency required by the Department in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department.

5) Provide the Department bus ticket/pass purchases and distribution comparison report in accordance with §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department.

6) On a monthly basis identify the number of tickets and passes of various denominations purchased, the number of tickets and passes distributed and document bus passes returned as undeliverable.

c. Para transit and Dial-A-Ride

Para transit van services are provided in all areas of Connecticut with local fixed route bus services for people who are unable to use the local bus system due to their disability in compliance with the terms of the Americans with Disabilities Act (ADA) of 1990. Dial-A-Ride services are available throughout the Connecticut for individuals who are elderly.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its plan for utilizing Para-transit and Dial-A-Rides services in all areas of the state where such services are available. The plan shall describe its plan for assisting eligible clients to use such services at rates that are available to any public entity or eligible individual whichever is less. The plan shall anticipate capacity limitations and an implementation schedule.

2.13 Train and Commercial Air Tickets - The Broker shall:

a. Purchase train and commercial air tickets when such transportation is the least expensive and appropriate mode of transportation;

b. Obtain the Department's prior approval for such purchases;

c. Maintain train and commercial air ticket purchase data and report to the Department in accordance with §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department; and

d. Invoice the Department for the cost of the actual tickets purchased.

2.14 Livery and Ambulance Network - The Broker shall:

a. Perform all necessary transportation network development and management functions to meet all of the NEMT needs of NEMT Clients, including non-English speaking clients and disabled individuals who require assistance from attendants or service animals, within the promptness standards defined in this procurement;

b. Evaluate and determine the capacity need for livery vehicles;

c. Develop Transportation Provider files including HP enrollment documents for each Transportation Provider in the Broker's network. The Transportation Provider file shall include, but not be limited to, the following:

   1) Broker/Transportation Provider Agreement which shall include the provider's enrollment with the MMIS payment system;

   2) List of DOT permitted (livery) vehicles by provider with description and Vehicle Identification Number including a copy of the DOT issued permit;

   3) List of DPH certified or licensed ambulances and invalid coaches by Provider and a copy of the DPH issued certificate or license;

4) Inspection reports and communication for each vehicle listed in the network;

5) A copy of each vehicle's registration (ambulance, invalid coach, livery);

6) A copy of vehicle insurance with the Broker named as an additional insured on all policy documents and insurance certificates;

7) A copy of DPH ambulance license and DPH rate schedule (service authorization);

8) A copy of the Transportation Provider's W-9 form;

9) Electronic funds transfer agreement. All in-state Transportation Providers paid by HP must have an electronic funds transfer (EFT) agreement with HP. The EFT agreement must be a condition of the Provider Agreement;

10) List of authorized drivers with notices from either party updating the list of approved drivers with dates of acceptance and dates of exclusion;

11) Driver background check review with date of review conducted by the Broker; and

12) Copies of all formal communication between the Broker and the Transportation Provider involving payment adjustments and sanctions; performance notices and corrective action; notice of commendation.

d. Provide documentation to the Department of Transportation to support livery providers' participation in the Department's NEMT program. Inform the Department of Transportation of adjustments in network composition including, but not limited to, vehicle loss, sale or transfers of business, or disenrollment in the NEMT program;

e. Recruit, enroll, and maintain an adequate network of NEMT Transportation Providers available 24 hours a day, including evenings, weekends and holidays with sufficient vehicle capacity. The Broker shall not, however allow any Transportation Provider in the network if the Centers for Medicare & Medicaid Services (CMS) has sanctioned or the Department has prohibited the Provider from participating in the Medicaid program;

f. Utilize livery vehicles (wheelchair vans and cars, and other vehicles) permitted by Connecticut DOT for the purpose of Connecticut's Medicaid NEMT Program;

g. Utilize wheelchair vans (or other vehicles) approved by the Connecticut Department of Public Health (Office of Emergency Services) to provide NEMT services when DOT permitted livery vehicles are not available or are not medically appropriate for the transport of Connecticut's Medicaid NEMT Clients;

h. Utilize other vehicles, including "stretcher" vans as regulated or permitted by appropriate agencies and as permitted by the Department;

i. Contract with ambulance and livery providers to perform such services within acceptable performance standards and at rates established by the Department. The agreements shall include provisions as detailed in § 2.15 Subcontracts / Agreements: Transportation Providers and Support Services;

j. Develop and maintain a regular and on-going process to communicate to Transportation Providers all necessary information concerning trips, quality of service feedback, and necessary problem solving, as applicable;

k. Evaluate the performance of the Transportation Providers according to standards of timeliness, efficiency and customer service;

l. Recommend disenrollment to the Department when livery or ambulance providers fail to perform according to established standards;

m. For purposes of determining mileage, the Broker shall utilize the Public Utilities Control; Authority (PUCA) mileage schedule or other standard mileage calculator if required by the Department. Mileage rates are added to base rates for miles in excess of 15 miles per each trip (as defined in this RFP);

n. Provide the Department annual data on the network vehicle capacity including number, condition and mileage of each vehicle by type in accordance with §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department;

o. Designate a senior manager to act as the liaison between the Broker and Transportation Providers and establish regular communication with the Transportation Providers to identify and address outstanding issues;

p. Provide quarterly data to the Department on the network driver capacity including number, training, certification and background checks in accordance with §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department;

q. Provide a Transportation Provider additions and deletions report to the Department in accordance with §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* on a monthly basis or as may otherwise be required by the Department;

r. Monitor "on time" Transportation Provider performance and issue sanctions when their performance fails to meet performance standards, and provide the Department network performance data including a list of and an examination of delays and missed pick-ups with the causes of such and report to the Department in accordance with §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as otherwise may be required by the Department.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its proposed transportation network to provide a full range of NEMT services;
2. Describe its strategy for utilizing bus transportation including:
   a. A protocol for determining the client's medical, physical and intellectual appropriateness for utilizing bus transportation;
   b. A method to determine if bus transportation would be the appropriate mode of transportation considering trip duration, route schedules, transfer requirements and client competencies;
   c. A mechanism for utilizing city and inter-city public bus services;
   d. A script for use by its Customer Service Representative (CSR) to evaluate the medical, physical and intellectual capacity of a client to utilize a bus;
   e. A description of how the Broker will identify the bus stops and transfer intersections and schedule available for a requested trip;

f. A method to review allocations of bus passes for clients who have trips scheduled in advance for multiple months, and

g. A method to accurately predict and anticipate the monthly need for bus passes and tickets of various denominations.

4. Describe its recruitment strategy to obtain and maintain Transportation Providers (including family and friends for personal reimbursement) who are qualified to provide NEMT;

5. Describe its method to monitor and evaluate the performance of the Transportation Providers according to standards of timeliness, efficiency and customer service, including specific methodologies to prevent and report on missed pickups and delayed pickups;

6. Propose strategies and methods to manage ambulance and livery "turn-back" (rejection of transportation assignment) of previously accepted transports;

7. Describe its method for motivating its Transportation Provider network and to maintain or improve its provider performance;

8. Propose solutions for common problem transports. The Proposer shall describe the method that the Broker would use to evaluate conditions that may cause transport issues, and to draw in resources to address the issues identified. In addition the Proposer shall specifically describe how it will address barriers to conventional transportation experienced by:

   a. Clients with weight related complications and limitations; and

   b. Clients with behavioral health impediments; and

   c. Clients with cognitive impediments that may affect their ability to utilize public transportation; and

   d. Any additional problematic transports identified by the Proposer with proposed solutions to additional problematic transports.

9. Describe its plan to fulfill the standards of promptness and quality defined above, including but not limited to a review of patterns of expected performance violations;

10. Propose a reporting methodology to monitor pick-ups, and to report pickup delayed and missed pickups; and

11. Describe its experience transmitting and receiving HIPAA compliant transactions: ASC X12N 837 Health Care Claim Professional, ASC X12N 85 Health Care Claim Payment/Advice, and ASC X12N 997 Functional Acknowledgement.

Deleted: 3. List and identify proposed livery and ambulance providers sorted by transportation specialty and include the following information for each proposed Transportation Provider: ¶
a. Name and Address of the provider; ¶
b. The service area of the provider; ¶
c. Hours of operation; ¶
d. Any limitations placed on the number of clients served; ¶
e. Number and type of vehicles "permitted" to perform NEMT work by the Connecticut Department of Transportation (livery); and ¶
f. The ability of the provider to offer services in a language other than English (specify the language(s). ¶

Deleted: 9. Propose a mileage calculator to be used to determine mileage payments;¶
10

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2.15 Agreements: Transportation Providers and Subcontracts Support Services

Agreements between the Broker and Transportation Providers, including ambulance and livery providers, shall clearly identify the performance requirements to achieve the standards and requirements of the NEMT Program and payment procedures. The Transportation Agreements shall clearly describe the functional relationship between the Department's NEMT Broker, the Department's fiscal intermediary, HP (when applicable), and the Transportation Provider and shall describe the requirements for authorization, claims verification, and claims payment processes. The Broker shall act on behalf of the Department to perform various functions to administer the NEMT program. The Broker shall:

a. Determine and authorize the most appropriate and economical mode of transportation for each eligible client requesting non-emergency medical transportation services;

b. Provide network capacity data in a format and in accordance with a schedule approved by the Department;

c. Require all Transportation Providers to comply with all applicable State and Federal laws and regulations, including but not limited to, the Americans with Disabilities Act and applicable laws and regulations related to appropriate certification or licensure requirements for vehicles and drivers;

d. Cooperate in the performance of financial, quality or other audits conducted by the Department or its agent(s);

e. Provide a copy of all subcontracts and provider agreements at least thirty days prior to execution of the agreement for the Department's review and approval;

f. Subcontract for any function with the exception of Call Center/customer service representative services, after hours and backup Call Center operations, and claims authorizing services. The following provisions of this section apply to those subcontractors retained for the purposes of performing the Broker's requirements in accordance with the terms of this RFP. In any subcontract, the Broker shall require the subcontractor to comply with the following contractual conditions in addition to obligating the subcontractor to comply with those Terms and Conditions promulgated by the Attorney General of the State of Connecticut and listed in the Appendices. The Broker shall be accountable and liable to the Department for the performance of all of the contractual provisions resulting from this RFP:

   1) All subcontracts shall be written;

   2) All subcontracts shall include any general requirements of Broker's resultant contract with the Department in response to this RFP that are appropriate to the services provided by the subcontractor;

   3) All subcontracts shall provide for the right of any Department staff or other governmental entity to enter the subcontractor's premises to inspect, monitor or otherwise evaluate the work being performed as a delegated duty by the Broker.

g. Obtain NEMT services from out-of-state Transportation Providers if by doing so the Broker is obtaining appropriate and least expensive transportation service for an eligible client;

h. Offer Transportation Providers the opportunity to submit authorization requests electronically and to submit invoices electronically;

i. Require Transportation Providers to submit claims to the Broker within 90 days from the provision of service, except that in the instance of retroactive authorization, the provider shall have 90 days from the date of the authorization;

j. Require the Transportation Providers to enter into an Electronic Funds Transfer Agreements to receive electronic payments from HP and to execute a provider agreement with the Department;

k. Prohibit subcontractors from exercising any fraudulent or abusive practices including but not limited to the provision or receipt of gratuities or kickbacks; offering or making any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the

broker in order to influence referrals or subcontracting for non-emergency medical transportation provided to a Medicaid recipient.

To submit a responsive proposal THE PROPOSER SHALL:

1. Identify any services for which the Proposer intends to or is contemplating utilizing a subcontractor to perform the services or duties of the Broker (For purposes of responding to this requirement, services shall not include janitorial services, various supply or service companies such as paper and office supplies and office equipment maintenance, clerical or building maintenance services). Services shall include those support activities germane to the tasks contemplated by this RFP;
2. Identify for each subcontractor: name, address, duties of the subcontractor and the method of payment for the subcontractor;
3. Describe the minimum experience, qualifications and competence requirements to perform any intended subcontracted service;
4. Describe the processes for managing subcontracts;
5. Propose a plan to identify and address Transportation Provider issues and concerns;
7. **Provide a sample Transportation Provider Agreement** (as an appendix, not included in the page limitation for this section and should be located in **H. Appendices of the proposal submission)** for the provision of the transportation services, which shall include specific provisions that:
   a. Define the responsibilities of the Broker and the Transportation Provider;
   b. Describe the services, activities, and tasks to be performed by the Transportation Provider;
   c. Describe the procedures the Broker shall employ to measure the quality of services performed by the Transportation Providers;
   d. Define the effective date and duration of the agreement and any termination and renewable options;
   e. Require compliance with applicable §2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* of the Broker's agreement with the Department;
   f. Require agreement with the Mandatory Terms and Conditions contained in the RFP;
   g. Require preservation of the confidentiality of any client information;
   h. Define the financial terms of the agreement, including 1) the acceptance of the Department's reimbursement rates; 2) the prohibition of balance billing; 3) terms related to timely payment and timely filing and 4) the mechanism for reimbursing clients for payments made prior to retro-grants of eligibility and payments to the providers for those trips.
   i. Define the staffing requirements necessary to carry out the range of services delineated in this RFP;
   j. Require Equal Access for Medicaid Clients;

Deleted: 6. **Provide letters of commitment from each proposed Transportation Provider (ambulance and livery) with whom the Proposer anticipates entering into an agreement. Such letters of commitment shall be based on a proposed contract template and shall indicate that the Transportation Provider intends to enroll with HP as a Department provider and that the Transportation Provider also intends to contract with the Broker for claims review and authorization and other services. (Letters are not included in the page limitation and should be located in H. Appendices of the proposal submission);¶**

k. Prohibit fraudulent or abusive practices including but not limited to the provision or receipt of gratuities or kickbacks; offering or making any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the Broker in order to influence referrals or agreement with the Broker.

l Describe its method to:

1) Meet NEMT performance standards;

2) Require that providers will not engage in discriminatory practices;

3) Transport clients only in lawful vehicles with drivers who are appropriately certified and/or licensed.

m. Designate a senior manager to act as the liaison between the Broker and the Transportation Providers and subcontractor, (if applicable);

n. Provide a method for responding to Transportation Provider concerns which may include meetings or exchanges between the Broker and the Transportation Providers and subcontractors, (if applicable) to address concerns from either party;

o. Describe the process for submitting clean claims to the Broker and the Broker's timely processing for submission to HP for payment;

p. Include the Department's policy prohibiting fraud and abuse;

q. Include provisions regarding DMV licensure, DOT certification, and the maintenance of sufficient liability insurance. Include a process for issuing sanctions for failure to comply with such regulations up to and including recovery of all payments made while the subcontractor provided NEMT services while non-compliant;

r. Require the maintenance of transportation logs;

t. Require cooperation with the Department to avoid billing clients who are "otherwise not eligible" and reimburse such clients when they have been erroneously billed;

Deleted: s. Require the Broker as an additional insured on all policy documents and insurance certificates, and provide documentation of insurance coverage for all vehicles that the Transportation Provider may use during the term of a resultant contract and include such documents in the enrollment file;¶

u. Include timely claims filing provisions that shall not exceed 90 days from the provision of service, except that in the instance of retroactive authorization, the Transportation Provider shall have 90 days from the date of the authorization;

v Describe its method to obtain out-of-state NEMT services when required to provide transportation for a client located out-of-state; and

w. Propose a method to monitor transportation duration under multi-load circumstances and thereafter utilize such data in awarding future rides.

2.16 NEMT Provider Enrollment in HP - The Broker shall:

a. Supply NEMT provider enrollment data and documents as outlined in ***Exhibit Two***: *NEMT Provider Enrollment Data Requirements* or as may be required by the Department;

b. Assist NEMT providers, as necessary, to complete provider enrollment documents;

c. Supply to the Department all enrollment and supplemental documents required at least 45 days prior to the start date of the resultant contract;

d. Submit a signed certification page from the Broker's subcontract with the Transportation Provider that contains the minimum compliance provisions and assurances. Transportation Providers will not be enrolled in HP without signed contracts with the Broker:

1) Following the enrollment of if Transportation Provider HP will provide the Broker the livery providers' Medicaid provider number to be used in submitting claims to HP.

2.17 Licensure Requirements - The Broker shall:

a. Continually monitor subcontracted Transportation Providers, drivers and vehicles, and document that they meet licensure or certification requirements and the non-emergency transportation requirements established by the Department of Transportation, Department of Public Health and the Department of Motor Vehicles;

b. Report to the Department those vehicles that are not appropriately licensed, certified, permitted or insured and drivers who are not appropriately licensed. See § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* and;

c. Report to the Department in accordance with § 2.23 data Analysis and Reporting Requirements and Exhibit Seven: NEMT Reports any trips that were provided in vehicles that were not appropriately licensed, certified, permitted or insured or by drivers who were not appropriately licensed. The Department will recover from the Broker payments made for individuals transported in inadequately licensed, permitted or insured vehicles or driven by individuals who are inadequately licensed or certified and may seek other fines and penalties as allowed by law.

To submit a responsive proposal THE PROPOSER SHALL:

1. Propose a method (including frequency) to monitor the registration, insurance and certification of vehicles, license and endorsements and background checks of drivers to require that the network Transportation Providers (drivers and vehicles) meet stated licensure or certification requirements. Such method must be in effect at the time the Broker executes a subcontract with such providers, which shall be no later than the date of the Readiness Review, and that the Broker will continually monitor such licensure or certification thereafter; and
2. Provide a list of the type(s) and number of livery vehicles by plate number available to the Proposer through providers who have provided a letter of intent to participate in the NEMT network and to enroll with the Department's fiscal intermediary.

2.18 Ride Assignment and Dispatching - The Broker shall:

a. Assign each ride to an appropriate Transportation Providers;

b. Implement and require providers to utilize an electronic trip assignment/reservation system through which the providers are able to receive and confirm trip reservations and commitments;

c. Assign and monitor rides to ensure that all rides meet promptness and timeliness standards. The Transportation Provider may "multi-load" (transport more than one client at a time) when the pickup and drop off time for each individual in the vehicle does not exceed the time the Transportation Provider would take for each client separately; however, the provider may only transport those individuals who have been assigned by the Broker. The provider shall not

transport NEMT Clients with non-client passengers, except for those individuals who are required to assist the client and have been identified by the Broker;

d. Maintain immediate contact capability with provider dispatchers or other Transportation Provider personnel with the ability to contact and locate drivers and vehicles;

e. Report on trip data in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as otherwise may be required by the Department; and

f. Evaluate pick-up drop off and ride duration performance of Transportation Providers and utilize data to influence ride assignments.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its trip assignment and verification methodology including trip acceptance by Transportation Provider;
2. Describe its communication capability with each transportation company with particular attention to how the Proposer will communicate critical information that must be conveyed to the driver;
3. Describe the vehicle communication and tracking capability for each Transportation Provider to be able to locate its fleet vehicles and to be able to provide information between the dispatcher and the driver;
4. Describe the Broker's methodology to ensure that the travel time is appropriate considering mileage and client physical and medical needs;
5. Describe the method the Broker will use to ensure that the travel time for each of the multi-loaded individuals will not exceed the travel time for single rider trips from the same pickup place and destination;
7. Describe its method to utilize performance data in assigning trips.

Deleted: 6. Identify Transportation Providers with GPS capability and describe the Broker's access to information from the GPS and propose its method to utilize such information in the management of the program; and¶

2.19 Coordination of Service Provision with Volunteer or Service Providers with Transportation Resources - The Broker shall:

a. Establish relationships with community programs to coordinate transportation for eligible clients served in those community programs;

b. Recruit, contract and establish payment arrangements with traditional and non-traditional Transportation Providers, (providers of transportation as a secondary activity) and volunteers, where feasible and advantageous, including but not limited to Transportation Providers that meet the following requirements:

   1) Access to permitted vehicles;
   2) Licensed and approved drivers;
   3) Transportation service that complies with applicable regulations;
   4) The cost of such service does not exceed comparable cost for commercial transportation services; and
   5) Such Transportation Providers meet the Broker's standards for qualification and performance that are no less stringent than those of the Department.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its plan to promote Transportation Agreements with community-based providers that can administer transportation services to eligible clients as part of their program operations, through the use of volunteers and others; and
2. Propose a plan to evaluate the viability of entering into Transportation Provider Agreements with volunteers and the economic viability of obtaining transportation service from organizations that do not provide transportation as their primary function but serve groups of individuals eligible for NEMT services.

2.20 Safety and Risk Management - The Broker shall:

a. Implement procedures that will ensure the safety of passengers and drivers;

b. Provide vehicle status and maintenance data in a frequency and format approved by the Department; and

c. Authorize the use of escort(s) or attendant(s) to accompany a client or group of clients who have a need or disability that necessitates the assistance of an escort or attendant including, but not limited to, blindness, deafness, mental illness, or developmental disability.

To submit a responsive proposal THE PROPOSER SHALL:

1. Fully describe its procedures to be implemented by the Broker and applied to the Transportation Providers to prevent injury or harm to passengers and drivers;
2. Outline a plan to train drivers on how to recognize and report potential abuse of the client;
3. Propose a plan to ensure safe child transportation including, but not limited to, compliance with Connecticut's Child Passenger Safety Law Sec. 14-100a (as amended);
4. Propose "safe" transportation guidelines for potential riders and drivers;
5. Propose procedures to help clients understand the importance of safe transportation procedures and limitations;
6. Propose any other risk management procedures (including training opportunities for Transportation Providers – if appropriate) that will ensure a safe and reliable NEMT system;
7. Propose a method that ensures the safety of NEMT clients who, for reasons of medical necessity, must use mobility-assistance devices including, but not limited to, walkers, manual, or motorized wheelchairs. The method must comply with Connecticut Public Act 07-134 (Appendix XXVI). The Proposer shall also include a procedure that describes how the Broker will manage calls for requests to transport clients who typically utilize motorized scooters;
8. Describe precautions that the Broker will take and methods for overcoming or otherwise managing specific transportation challenges presented by:
   a. Transporting individuals, over the age of 16, when drivers assess the risk of a threat to the driver from a client or another person within the client's residence or within the vehicle during the transportation:
      1) At pick-up;
      2) During the trip; and

3) At a return or subsequent trip.

b. Transporting individuals under the age of 16 who present safety risks during a ride. Include follow-up action for subsequent trips;

c. Transporting unaccompanied elderly and medically frail clients;

d. Assisting eligible Individuals who live in their own homes and require physical assistance navigating stairs and other barriers but do not qualify for ambulance transportation; and

d. Transporting individuals from hospitals and clinics during evening hours.

2.21 NEMT Trip Payment Authorization - Processing and Payment of Claims

a. The Department shall:

1) Determine reimbursement rate schedules for ambulance, livery and personal reimbursement;

2) Establish timely filing standards for the payment of NEMT clean claims;

3) Reserve the right to recover payments made for incorrect or fraudulent claims; and

4) Pay for the least expensive, appropriate mode of transportation.

5) The Department shall not pay for cancelled calls, no shows for ambulance, invalid coach, wheelchair accessible livery or taxi services.

b. Non-emergency ambulance transport criteria:

1) The client is bed-confined and a qualified medical professional certifies that the client's condition is such that other methods of transportation are contra-indicated; or,

2) The client’s medical condition, regardless of bed confinement, is such that transportation by ambulance is medically required:

a) The patient’s condition requires medical attention during transit which may include, but is not limited to, intravenous drip or suctioning during transport;

b) The patient’s diagnosis indicates that the patient’s condition might deteriorate in transit to the point where medical attention would be needed; or

c) The patient’s condition requires hand and/or feet restraints; or

d) The patient is comatose; or

e) No alternative less expensive means of transportation is available as determined by the Department.

3) Documentation requirements:

a) The Broker shall obtain documentation of medical necessity from either the physician or physician’s assistant (PA), nurse practitioner (NP), clinical nurse specialist (CNS), or registered nurse (RN), that writes they have personal knowledge of the client’s condition at the time the ambulance transport is ordered or the service is furnished. The certifying individual must be employed by the client's attending physician or by the

hospital or facility where the client is being treated and from which the client is transported;

b) In all cases, the Broker must keep the medical necessity documentation on file and, upon request, present it to the Department;

c) The presence of the signed certification statement or signed return statement does not alone demonstrate that the ambulance transport is/was medically necessary. All other program criteria must be met in order for payment to be made;

d) The Broker's medical necessity assessment must concur with the physician's certification of need. In instances where the Broker's medical personnel disagree with the physician's certificate of need, the Broker shall seek approval from the Department's Medical Director or designee, unless the Department approves an alternate review process as proposed by the Broker.

4) Origin and destination requirements - Medicaid covers the following ambulance transportation when otherwise appropriate and least expensive mode of transportation is insufficient. This may require prior authorization for the medical service:

a) From any point of origin to the nearest hospital, *Critical Access Hospital* (*CAH*) or Skilled Nursing Facility (SNF) that is capable of furnishing the required level and type of care for the client's illness or injury. The hospital or CAH must have available the type of physician or physician specialist needed to treat the client's condition;

b) From a hospital, CAH, or SNF to the client's home or residence;

c) From an SNF to the nearest supplier of medically necessary services not available at the SNF where the client is a resident, including the return trip;

d) For a client who is receiving renal dialysis for treatment of End Stage Renal Disease, (ESRD), from the client's home or residence to the nearest facility that furnishes renal dialysis, including the return trip;

e) Other transport destinations as prior approved by the Department.

5) The client requires transportation while prone, but less expensive modes including stretcher van are not available or medically appropriate. The Broker shall adhere to the following:

1) Authorization Protocol for Non-Emergency Ambulance

a) Develop, subject to the Department's prior approval, a protocol establishing the criteria for ambulance and livery utilization; and

b) Apply a Department approved PA review protocol to authorize ambulance trips. The protocol shall conform to Medicare ambulance utilization guidelines issued by CMS.

2) Authorization/Claims Mechanism

a) Establish a secure electronic (e-mail) authorization methodology that will enable ambulance providers to request authorization electronically and which will allow the Broker to provide the ambulance company a response to authorization requests in a timely manner and will allow the Broker to record subsequent changes in the request

including, but not limited to, address changes, number of service (trip) units, days of service, etc.;

b) Provide the Transportation Providers the ability to reconcile trip data and to invoice the Broker electronically "on-line" for actual trips provided; and

c) Provide the opportunity for Transportation Providers to utilize other methods if they do not have the capability to invoice electronically.

3) Authorization Standards

a) Respond to prior authorization requests from clients and individuals or transportation providers acting on behalf of clients including ambulance providers as expeditiously as possible, including the ability to respond to PA requests on weekends and after normal business hours. When appropriate, the Broker will authorize round trip authorizations. The Broker shall respond to NEMT ambulance PA requests within three hours of the request;

b) Review ambulance PA requests and all decisions regarding the utilization of ambulance transportation based on medical necessity and least expensive mode of transportation. The Broker will document and record all reasons for both approval and denial of ambulance and livery PA requests;

c) The Broker may authorize "complete" round trips to and from the medical provider and multiple trips to the same healthcare provider for a continuation of the service for the initial need. Trips to regularly scheduled dialysis treatments or regularly scheduled methadone treatments are examples of ongoing trips where the Broker may approve multiple trips in advance for the same clinical need. The Broker must, however, re-evaluate the client's eligibility at the beginning of each month if the multiple trips span multiple months;

d) Apply the Department's rate schedule when providing prior authorization for NEMT services; and

e) Obtain the Department's approval of all out of state requests for NEMT authorizations as expeditiously as possible.

4) Schedule, as necessary, non-emergency ambulance and livery services. The Broker will not authorize or arrange emergency ambulance services.

5) Transportation Provider - Claims Submissions to the Broker

a) Instruct transportation providers regarding requirements for the submission of clean claims and for correcting suspended or denied claims;

b) Instruct transportation providers to submit in-state NEMT ambulance and livery claims for eligible clients to the Broker for processing; and

c) Instruct the transportation providers to submit ambulance and livery claims for clients who are "otherwise not eligible" to the Broker within timely filing standards (not to exceed 90 days) detailed in the transportation provider's agreement with the Broker.

6) Broker Claims Verification

a) Verify the claims data as required by the Department before transmitting electronic HIPAA compliant authorizations for clean claims to HP for in state livery and ambulance; and

b) Transmit authorizations for ambulance and livery clean claims to HP bi-weekly, with no claims submitted later than thirty days from the date of the Broker's receipt of the clean claim or resubmitted clean claim.

7) Pay for NEMT for planes, trains, bus, out-of-state transportation, taxi and all modes of transportation for "Otherwise not eligible" clients (refer to definition of NEMT Client).

8) Broker Payments and Interest

a) Pay non-contracted transportation providers the amount of any clean claim(s)

b) Submit clean claims to HP within thirty (30) days of receipt of such claim(s);

c) Reimburse individuals for authorized reimbursements no later than forty-five (45) days from the submission of a clean claim for such reimbursement. Reimbursements shall be scheduled at a minimum of twice monthly; and

d) Develop an appropriate mechanism to pay for authorized out-of-state ambulance and livery trips.

9) Resolution of Payment Problems

a) Attend regular meetings hosted by the Department and attended by HP to address operational issues regarding Transportation Providers;

b) Produce general and provider specific payment monitoring reports in coordination with HP, use those reports to identify payment problems and diagnose the nature of those problems (i.e. authorization related vs. claims adjudication related);

c) Facilitate the identification and resolution of Transportation Provider payment problems;

d) Participate in a rapid response team consisting of HP personnel and Broker personnel to resolve issues related to timely and accurate claims payment. The Contractor shall present to the Department for their review and approval, a plan for coordinating problem assessment and intervention. The plan shall include provisions for on-site assistance by a response team when problems persist for more than 60 days; and

e) Develop and implement an efficient mechanism to review and monitor ambulance and livery claims submissions to HP and follow-up on denied claims when requested to do so by the Transportation Provider or the Department.

10) NEMT Ambulance and Livery for clients who are "otherwise not eligible" -The Broker shall:

a) Develop a formal review and authorization protocol, in cooperation with ambulance providers and the Department, that will ensure appropriate transportation for clients who are "otherwise not eligible" and will ensure timely payment for ambulance and livery providers at established rates. The Broker may only authorize payment for the least expensive and appropriate mode of transport irrespective of the mode actually provided. Furthermore, the Broker shall collaborate with the ambulance and livery

providers to develop procedures to prevent clients who are "otherwise not eligible" from being invoiced for NEMT ambulance, including reimbursement to such individuals who have been wrongfully invoiced. The Transportation Provider may not "balance bill" clients who were provided ambulance transportation when a less expensive transport was appropriate;

b) Verify the ambulance and livery claims for clients who are "otherwise not eligible" before paying the claim; and

c) Pay ambulance and livery claims for clients who are "otherwise not eligible" utilizing the Department's rate schedule for ambulance and livery and obtain reimbursement for such ambulance payments according to the reimbursement requirements set forth in this document or as modified by the Department.

11) Broker Invoices to the Department - The Broker shall:

a) Provide the Department or its agent with an "encounter claim" for each Client and date of service that appears on the Broker's invoice for all transaction types in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department; and

b) Invoice the Department on a monthly basis to reimburse the Broker for the cost of transports provided to clients who are "otherwise not eligible" and other forms of transport for which the Broker paid in advance, including but not limited to, bus, train, plane, personal reimbursement and out-of-state transports.

12) Audit Requirements – Claims and Payment - The Broker shall:

a) Audit claims submitted by Transportation Providers to ensure that claims are only paid for trips that have been prior authorized and approved by the Broker and have actually been delivered by the Transportation Provider and report to the Department in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department;

b) Audit claims for clients who are "otherwise not eligible" on an on-going basis and report to the Department in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department;

c) Maintain data on invoices received and paid for personal reimbursement, bus, plane or train tickets and other purchases;

d) Report denied claims data to the Department in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department;

e) Report to the Department on a monthly basis all requests for NEMT ambulance, including the Broker's decision in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department; and

f) Track and report to the Department on a monthly basis all authorizations for payment for transportation provided to clients who are "otherwise not eligible."

13) Denied ambulance authorization requests - Appeal and Reconsideration-The Broker shall:

a) Develop a Transportation Provider appeal process whereby the ambulance provider may appeal denied authorization requests within 45 days from the date of the request; and

b) Issue a decision within fifteen days from the appeal hearing date. In the event that the Transportation Provider is dissatisfied with the Broker's response to the Transportation Provider's appeal, the Transportation Provider may request the Department reconsider the Broker's appeal decision. The Transportation Provider's request for reconsideration must be submitted to the Department within fifteen days of an adverse appeal decision by the Broker. The reconsideration decision will be based on the information available in the Broker's hearing decision and the decision by the Department will be final.

14) Cross-over claims:

The Broker is not required to prior authorize NEMT ambulance when Medicare or another third party is responsible. The ambulance company will be required to submit cross-over claims to the Department according to the Department's policy.

15) Facility Outreach:

The Broker shall develop and implement, subject to the Department's approval, an outreach strategy to hospitals, nursing homes and other facilities that rely on NEMT ambulance service. The purpose of the outreach effort will be to facilitate appropriate utilization of ambulance service.

To submit a responsive proposal THE PROPOSER SHALL describe its:

1. Protocol establishing the criteria for non-emergency ambulance utilization;
2. Ambulance prior authorization process including its method to determine "least expensive and appropriate" mode of transportation. The Proposer shall describe its method for providing an alternate form of transportation when the Broker denies the request for ambulance service. The process shall include turn around time from the time the Broker receives a request until the Broker provides a response to the request;
3. Electronic method to document and communicate PA request decisions including updates to the PA request;
4. Methodology for authorizing ambulance requests during normal business hours and before or after normal business hours;
5. Methodology for resolving denied claims;
6. Methodology for authorizing out-of-network transports, including but not limited to out-of-state NEMT transports;
7. Transportation Provider Appeal process for denied ambulance authorization requests;
8. Hospital and Nursing home outreach effort to ensure appropriate ambulance utilization;
9. Procedures to prevent clients who are "otherwise not eligible" from being invoiced for NEMT ambulance, and to reimburse such individuals who have been wrongfully invoiced and to reimburse the Transportation Providers at prevailing rates for such transportation. The procedures shall describe the process to build a data file of individuals who at the time of the

NEMT request are not active in Medicaid. The Broker shall match this data file with data provided by the Department of clients who are "otherwise not eligible" or who have received a retroactive grant of Medicaid;

10. Procedures to identify requests for appropriate NEMT from individuals who at the time of the request were not active in Medicaid, but subsequently received a Medicaid grant retroactive to the service date and to reimburse clients who have received a retroactive Medicaid grant for NEMT ambulance or livery services for which the clients have paid;
11. Ambulance claim protocol including edits to prior authorizations for units of service, dates of service and other factors; and
12. Procedures to review and resolve prior authorization "error" reports from the Department's fiscal intermediary.

2.22 CONTINUOUS IMPROVEMENT

Quality Management – Utilization Review

The Broker shall pursue and strive consistently for high-quality services from its staff, contractors and Transportation Providers by implementing a Quality Management (QM) Program that includes comprehensive quality assurance and quality improvement activities in an organized, unambiguous plan to pursue high-quality services, and opportunities for improvement on an ongoing basis.

a. The Department shall:

1) Review for approval, prior to implementation, the Broker's QM Program and plan description that incorporates its initiatives, strategies, and methodologies for on-going quality assurance, quality improvement, and concurrent systems for identifying issues that require immediate attention;
2) Reject or approve, with or without comments and revisions, the proposed QM Program within thirty days of the Department's receipt of the QM Program plan. The Department may provide the Broker with adjustments to its plan if the Department determines that the proposed QM Program plan does not meet the minimum requirements;
3) Require the Broker to study and evaluate issues that the Department may from time to time identify;
4) Designate quality indicators to monitor performance;
5) Review for approval all survey scripts or templates; and
6) Periodically audit the QM efforts conducted by the Broker and based on the results of the audit, require corrective action if necessary.

b. The Broker shall:

1) Design and propose to the Department for its approval, before the Readiness Review and prior to implementation, a comprehensive and cost effective QM Program plan. The Broker agrees to implement and follow the approved QM Program after the Department approves the QM Program and revise and resubmit the QM Program to the Department for review and approval at least annually, no later than January 15 of each year. The Quality Program shall include a program structure, implementation schedule, and an outline of the QM objectives

and planned programs to measure and improve NEMT services. At a minimum, the QM Program shall obtain and analyze information with minimal burden on Transportation Providers to address the following:

a) Transportation Provider performance and management of promptness standards including a Department approved method to track and monitor Transportation Provider performance;

b) NEMT Request Processing for eligible clients and clients who are "otherwise not eligible;"

c) Prior authorization and utilization by mode (ambulance, stretcher, wheelchair – livery, sedan – livery, bus (by denomination), train, plane, air ambulance. On a monthly audit basis, NEMT utilization factors for each mode of transportation used shall be evaluated and verified:

   i. Appropriate and least expensive mode of transportation for the needs of the client;

   ii. Closest appropriate healthcare provider;

   iii. Covered services – appointment check;

   iv. The reimbursement or claims payment is for actual services delivered within performance standards;

   v. The client attended the medical services as was pre-scheduled (100% of all pre-scheduled multiple trips, livery and bus) by confirmation with the medical provider;

   vi. That claims for livery services for such appointments were for trips actually delivered to clients to attend such appointments (100% of all pre-scheduled multiple trips - livery);

   vii. That the bus pass denomination was appropriate for the frequency of the medical services required by the client;

   viii. That the client's pick up and drop off bus stop locations were within an appropriate distance from the client's residence and medical location;

   ix. That the bus schedule and frequency is sufficient to accommodate the client's appointment schedule:

      a. The bus schedule and frequency shall provide more than one opportunity for a bus ride within 45 minutes prior to the medical appointment assuming that the client would be able to arrive at his or her destination prior to the scheduled appointment time; and

      b. The bus schedule and frequency shall provide more than one opportunity for a return bus ride after his or her appointment at a maximum of 45 minutes of wait time from the completion of the appointment; and

      c. Confirmation that the client had no medical, physical or linguistic barriers for utilizing such bus transportation.

d) Claims auditing, verification and authorization transactions including retroactive NEMT medical necessity reviews of trips that were retroactively authorized or denied for those

individuals who are retroactively granted eligibility, when the effective date of eligibility predates the date of service and the service requires prior authorization;

e) Encounter data transactions;

f) Invoicing methodology for clients who are "otherwise not eligible";

g) Complaint and Grievance Management: The QM Program shall utilize complaint and feedback from clients, Transportation Providers and medical providers. The Broker's QM Program shall describe its method to manage complaints and grievances from clients and healthcare providers regarding the Broker and its Transportation Providers' performance. The procedures shall at a minimum describe:

   i. A hierarchy of steps a caller and the Broker may take to address complaints or grievances including a flow chart and methodology to track, monitor, respond, and resolve all complaints;

   ii. The method of informing the caller regarding the complaint resolution options;

   iii. The tracking and management of complaints, including those resolved informally, including a short dated summary of the problem, the response and the resolution; and

   iv. Reporting complaint summary information and analysis with recommendations to the Department in accordance with § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports* or as may be required by the Department.

h) Significant Incident Management: The QM Program shall describe its method to manage significant incidents. The procedures shall at a minimum describe:

   i. Reporting methodology to the Department within one (1) hour of becoming aware of the incident and reporting on a quarterly and annual basis, critical incidents and significant events in the aggregate. Reports shall be submitted in accordance with timeframes outlined in § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports.*

   ii. A rapid response investigation and corrective action process to manage significant incidents including a report and recommendation process to the Department

i) Driver and vehicle licensure, certification and safety requirements;

j) Ongoing Transportation Provider safety program that addresses at a minimum:

   i. Driver licensure, safety training, drug and alcohol testing; and

   ii. Vehicle safety inspections.

k) Licensure and Certification: An audit system to ensure that Transportation Providers meet licensure or certification requirements established by the Department of Transportation, Department of Public Health, and the Department of Motor Vehicles;

l) Call Center performance: An ongoing review of employee Call Center performance shall include, at a minimum:

   i. A random selection of at least two phone calls per week from each employee communicating with callers for NEMT services reviewed and audited;

ii. The use of a standard protocol (as described in § 3.3 Staff and Transportation Provider Training and Procedures) for evaluating telephone call performance including the accuracy of the information provided and the sensitivity to customer satisfaction and telephone etiquette;

iii. Refer individual staff performing at less than an average of 90% proficiency in Call Center performance in any month to additional training or coaching;

m) Methodology for surveying clients as described in "Client Satisfaction and Assurance" including prioritizing, monitoring, and analyzing problems identified through client surveys, and employee performance reviews;

n) Selection and analysis of Quality Improvement Initiatives:

i. The performance improvement programs detailed in the Quality Management Program plan shall include all of the quality related initiatives negotiated as performance targets.

ii. The Broker shall implement at least two additional quality improvement initiatives/efforts each year. The programs will be subject to the Department's approval and must address significant performance factors. The Department will collaborate with the Broker to select the performance improvement programs.

iii. All of the performance improvement programs shall include the measurement of performance and quality indicators which shall be:

(a) Objective;

(b) Clearly and unambiguously defined;

(c) Valid and reliable;

(d) Systematically collected;

(e) Capable of measuring outcomes such as changes in performance or client satisfaction or valid proxies of those outcomes; and

(f) Representative of the entire population to which the quality indicator is relevant.

iv. All of the performance improvement programs shall evaluate the effectiveness of any system interventions to achieve quality improvement.

c. The QM Program plan shall describe the procedures for reporting the results of QM activities to the Department, Transportation Providers and medical providers and others as appropriate. The Broker shall provide feedback to its Transportation Providers regarding the operation of its QM effort. The Broker shall remain fully accountable for all quality assurance matters related to its Transportation Providers.

d. The QM Program plan shall describe the procedures for following up on the results of Quality activities to determine success of implementation. The Broker shall document in writing its follow-up efforts.

e. Fund a position that employs a dedicated qualified QM key person, approved by the Department, responsible for the operation and success of the QM Program. This person shall have adequate experience to ensure a successful QM Program including the skills and ability to objectively

evaluate and analyze provider and Broker performance data and propose recommendations to the Department to resolve any identified issues.

f. Coordinate a Quality Assurance Committee with the Department as the lead that includes representatives from various health services and community providers to advise the Broker on performance and quality improvement issues and strategies. Representation and membership on the committee shall be subject to the Department's approval. The Quality Assurance Committee shall meet at least quarterly and produce written documentation of committee activities to be shared with the Department.

g. Submit to the Department a comprehensive Quality Management Program Evaluation and Report on January 15th and annually thereafter. The report shall be based on the performance measures and the report components shall correspond to the evaluation components and schedule outlined in the Broker's Quality Management Program plan. The minimum requirements of the evaluation report shall be determined by the Department.

To submit a responsive proposal THE PROPOSER SHALL:

1. Discuss its overall assessment of risks to the NEMT program and clients, in particular in the seamless delivery of non-emergency medical transportation as outlined in this RFP and propose innovative solutions or approaches for managing those risks that demonstrate the proposer's expertise and sensitivity for managing the program described in this RFP;
2. Propose its approach for collaborating with the Department as a partner to implement a responsive program for clients and other stakeholders, improving performance and reducing or otherwise managing the cost of the program;
3. Propose a Quality Management Program describing the QM Program model, methods, and structure. (The Department reserves the right to review and revise the proposed QM Program plan if the Proposer is selected as the resultant Broker. Should the Department exercise this right, the Department will work collaboratively with the Broker within thirty days from the contract execution to develop a final plan for the first year);
4. Propose quality indicators and methods that could serve as effective measures during the first three months of implementation;
5. Propose a methodology to track and monitor "key" initial and on-going quality performance indicators;
6. Propose a methodology to manage requests for transportation from clients who are "otherwise not eligible" including the Proposer's methodology to invoice the Department for the cost of such transportation;
7. Propose a client survey methodology for obtaining client services satisfaction and feedback. Include:
   a. Sample size;
   b. Sample representation;
   c. Frequency; and
   d. Survey content.

8. Propose a methodology to track various types of concerns expressed by clients when contacting the Broker for any reason. The methodology shall include a flow-chart and description of how the Proposer will track, monitor, and respond to all complaints with particular categorical identification of those concerns and/or complaints;
    a. Propose a complaint management process and policy;
    b. Propose a formal method of tracking complaints and incidents, drafting responses for the Department regarding these issues, including time frame for review prior to submittal to the Department;
    c. Propose an incident investigation and resolution process including any special investigatory processes applied to serious complaints or significant incidents.
9. Propose a method to audit utilization for all modes of transportation, and to identify, resolve, and track NEMT reservation problems;
10. Propose a thorough claims verification and audit (cost avoidance) process to ensure that claims are only paid for trips that have been prior authorized and approved by the Broker **and have actually been delivered by the Transportation Provider.** The audit methodology shall address the following factors to ensure that the claims submitted are for actual authorized services delivered;
11. Propose a methodology or procedure to offer Provider profiling of each livery/ wheelchair service on core quality or performance measurement outlined below. The Proposer shall state the measurements they would use to create the profiles that would be the basis for payment of a bonus to the Provider, including the rationale for the measurements, how they will be evaluated, and at what interval. Proposers may submit ideas in addition to the requirements below. Any ideas not listed below will not be scored.

Billing for Services Not Rendered Examples: Billing for trips that never actually occurred. Billing for an additional attendant (i.e., a client caretaker) when none was provided.
Unspecified Overbilling Examples: Engaging in deceptive billing practices to receive excess payment. Misrepresenting invalid trips and services to receive excess payment.
Upcoding Examples: Billing for an attendant when one was not necessary. Billing for an ambulance when a less expensive form of transportation could have been used. Billing for non-ambulatory support services when the client was ambulatory.
Undocumented Trips and/or Forged Documents Examples: Missing and forged supporting documentation of trips, including Transportation Provider trip logs, signed certificates of medical necessity, and signed transportation vouchers.

Billing for Excess Mileage Examples: Billing for a 30-mile trip when a 15-mile trip was actually taken.
Nonmedical Use of NEMT Services Examples: Billing for services when taking a client to go to a pharmacy or pick up groceries or run other errands.
Billing Without a License and/or Using Unauthorized Transportation Providers Examples: Providing services through unauthorized personnel. In these cases, NEMT providers might be unlicensed, have bad driving histories, have failed drug tests, or have been convicted of felonies that prevent a person from driving Medicaid Clients. Billing for transportation by drivers without endorsement.
Double Billing for the Same Service Examples: Submitting two claims for the same service by changing the service date on one of the claims.
Kickbacks Examples: Providing free rides for nursing home providers to gain the business of the Medicaid clients who live there. Paying clients to use a particular service. Paying anyone who has influence over clients' use of services, including caseworkers, nursing home or hospital transportation coordinators, dialysis center employees, and rehabilitation center employees.
Ineligible or Deceased Clients Examples: Inappropriately providing rides to the family members of clients. Billing Medicaid for services for deceased clients.
Patient Abuse or Neglect Examples: Verbally, physically or sexually abusing clients. Leaving clients unattended or deserting them. Not picking up clients in a timely manner, resulting in missed appointments.
Permits Examples: Billing for transportation in non-permitted livery vehicles.

9. Propose a method to monitor Call Center performance including the accuracy and appropriateness of information provided to callers and the timeliness of responses;
10. Propose a quality improvement program that improves practices and processes based on internal quality initiatives;
11. Propose a quality improvement timetable with monitoring benchmarks; and
12. Propose an ongoing Transportation Provider audit methodology that addresses at a minimum:
    a. Appropriate registration, certification and registration requirements;
    b. Driver licensure, training, drug and alcohol testing; and
    c. Vehicle safety inspections; and
13. Propose strategies to reduce per trip costs while maintaining quality and performance standards.

2.23 Data Analysis and Reporting Requirements

a. The Department shall:
   1) Review and approve or reject report formats and submitted reports. The Department and the Broker shall jointly develop the report templates within thirty days from the execution of the resultant contract; and
   2) Approve or deny report submission extension requests.

b. The Broker shall:
   1) Capture data and provide reports consistent with the data elements identified in ***Exhibit Seven:*** *NEMT Reports*.
      a) Produce and submit accurate reports as required by the Department and attest to the accuracy of the reports through a certifying signature on the reports by an authorized representative of the Broker;
      b) Establish and notify the Department of the "Key Person" responsible for the analysis of data and the coordination of the transmission of reports, correction of errors associated with the reports, and the resolution of any follow up questions;
      c) Implement processes and controls to ensure data integrity and accuracy of all reports;
      d) Analyze data and develop service improvement recommendations for the Department;
      e) Report on activities and measures as listed below on a regularly scheduled basis or as otherwise required by the Department, in the format required by the Department which may be modified from time to time;
      f) Transmit to the Department no later than the 15th of each month certain data, files and reports as the Department may require similar to those listed below recognizing that the Department may require format and content modifications;

g) Adhere to all § 2.23 Data Analysis and Reporting Requirements and ***Exhibit Seven:*** *NEMT Reports*;

h) Submit electronically all reports outlined below in accordance with the due dates and, where applicable, in the prescribed format;

i) If and when the Broker identifies an error, notify the Department within one business day of becoming aware of an error that exists and resubmit the corrected report within five business days or a mutually agreed upon timeframe;

j) Respond to requests from the Department for ad-hoc reports within a mutually agreed upon timeframe, including reporting specifications, development, cost, if any, and the expected delivery date of the report;

k) Provide data from its databases to agency systems and data warehouses as required by the Department;

l) Create, update and maintain licensure files to be shared with the Department upon request that document that each Transportation Provider is appropriately licensed and/or certified and qualified to serve clients.

m) Maintain capability to provide summary information, any subset of data, and reports on all of the data elements listed in Appendices: NEMT Reports, at the request of the Department;

n) Submit all reports according to the following schedule unless otherwise determined by the Department:

Annual Reports due by January 15 of each year.

Quarterly reports

For the Quarter:	Report Due Date:
October 1 – December 31	February 15, of the following calendar year
January 1 – March 31	May 15
April 1 – June 30	August 15
July 1 – September 30	November 15

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its procedures for accurately reporting pickup time variances from scheduled times;
2. Describe its procedures for recording and reporting missed pickups due to driver failure and distinguish those episodes from “no-shows” from clients;
3. Describe its procedures for reporting trip refusals from the driver;
4. Describe its procedures for reporting, and requiring its Transportation Providers to report, suspected instances of client abuse;
5. Propose a method to identify and report system issues experienced by the Broker, Transportation Providers and subcontractors, if any;

6. Propose a method for reporting trip denials by reason and type and indicate the time lag between the trip request date and the service date; and
7. Propose a method for reporting ambulance prior authorization requests, resulting determinations (ALS/BLS ambulance, stretcher van, wheelchair van, and other livery), claim verification and claim payment. The reporting mechanism shall include client and ambulance identification, name and date of requestor, the reason for the authorization, and the claim amount separating base rate from other charges.
8. Propose a method for tracking and reporting "retro-authorizations" including client reimbursement by Transportation Providers and payment of such authorizations to the Transportation Providers.
9. Propose a detailed data analytics approach for managing and integrating NEMT utilization and client data to improve NEMT services. The successful Broker will demonstrate unique and innovative analytic capabilities to ensure the success of its NEMT management program. The detailed narrative should communicate the uniqueness of its capabilities in this area.

2.24 Encounter Data- The Broker shall:

a. Maintain "Encounter Data" for all NEMT claims and purchases;
b. Supply the Department's claims fiscal intermediary with required livery and ambulance claims data in an electronic HIPAA compliant form and frequency as determined by the Department;
c. Revise encounter data when the Broker discovers errors in Transportation Provider invoices or payments made to Transportation Providers or individuals;
d. Work with the Department to create specifications for encounter claim format and detail;
e. Work with the Department to create specifications for submitting encounter claims not paid through the fiscal intermediary to the Department's Data Warehouse to facilitate the Department's claiming of Federal Financial Participation (FFP);
f. Submit records of all requested, authorized, and denied services for eligible individuals including all data fields listed in the Utilization Management subsection and any other information about the authorization as specified by the Department to the DSS Data Warehouse, in a mutually agreeable electronic format and frequency of transmission.

2.25 Transportation Provider and Healthcare Provider Relations- The Broker shall:

a. Develop and maintain positive Broker-Provider relations; communicate with all providers in a professional and respectful manner; promote positive provider practices through communication and education and provide administrative services in the most efficient manner possible in an effort to pose minimal burden on providers;
b. Promote on-going and seamless communication between providers and the Broker and include transportation and healthcare providers in discussions to improve service and reduce cost;
c. Work with Transportation Providers to reduce administrative burden through the use of the Broker's Automated Voice Response system, Web systems, and other technologies;

d. Provide encryption software upon request from a Transportation Provider to provide for the exchange of client data via e-mail;

e. Post all policies and procedures, and other material produced as a requirement under this contract, with prior Department approval, on the Broker's Connecticut NEMT Website;

f. Make all policies and procedures, and other material produced available to Transportation Providers upon request in print copy;

g. Conduct an initial statewide Transportation Provider orientation(s) to address performance expectations, Transportation Provider reimbursement and safety concerns;

h. Offer training and technical assistance to Transportation Providers regarding driver responsibilities and code of conduct while transporting Medicaid Clients, performance standards and other topics appropriate to the operation of the NEMT program;

i. Track and manage all Transportation Provider inquiries and complaints related to NEMT and provide a summary of such inquiries and complaints to the Department quarterly;

j. Ensure that all inquiries and complaints are addressed and resolved in compliance with the Broker's approved QM Program plan and no later than thirty days from receipt;

k. Inform the Department immediately when urgent circumstances require an immediate response from the Department.

2.26 Client Satisfaction and Assurance- The Broker shall:

a. Proactively and reactively pursue client satisfaction with NEMT services;

b. Solicit client assessment through formal surveys and complaints made through a formal grievance procedure regarding the transportation service and actively address concerns raised by clients. The surveys may be conducted in cooperation with medical providers or other groups and may take the form of a mailed survey or an internet based survey. The Department must approve the survey instrument, questions and distribution methodology prior to the release of the survey. The initial survey will be released within twelve months of contract execution and at annual intervals thereafter.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its plan for implementing client assessment (which shall be a component in the Broker's Quality Management Program);
2. Describe its plan for evaluating the survey results, developing recommendations from the survey, reporting the results to the Department, and acting on recommendations resulting from the survey; and
3. Propose a plan to document, trend and analyze complaints and develop corrective action plans or recommendations.

2.27 Complaint Resolution and Grievance Procedures- The Broker shall:

a. Implement practices to resolve client and provider complaints and formal grievances. At a minimum the Broker's internal methodology for resolving qualified NEMT Client's complaints and formal grievances shall include:

1) Policies and procedures for registering, responding, and resolving complaints within thirty days, including a regular analysis of complaints to identify and resolve outstanding problems and trends;
2) Documentation of the substance of the complaints or grievances and the actions taken;
3) Aggregation and analysis of complaints and grievances data and use of the data for quality improvement;
4) An appeal process for unresolved grievances; and
5) How the Broker will issue and track Notices of Action (see Section 2.30).

b. Implement a computerized system to record all data associated with complaints that at a minimum shall include:
   1) Aggregation of complaint and grievance data including scanned documents, emails, recorded telephone calls, notes, summaries and any other information pertaining to a complaint or grievance and ensure a retrievable mechanism by appropriate data fields;
   2) Analysis shall include the following data elements, which will be submitted to the Department on a mutually agreed upon regular schedule:
      a) Client identification
      b) Trip identification
      c) Town
      d) Complaint Date
      e) Service Date
      f) Complaint Content
      g) Complaint Code
      h) NEMT Provider
      i) Investigation by Broker
      j) Conclusion
      k) Follow-up, Policy and Practice Changes

c. Inform the Department immediately when inquiries and complaints are of an urgent nature and require an immediate response from the Department;

d. Provide the Department with a report outlining the Contractor's compliance with required timeframes and notifications related to client and provider inquiries and complaints. The Department and the Contractor shall agree to the form, content and frequency of the report in advance; and

e. Analyze and review complaint and incident data and propose solutions and recommendations to the Department on a monthly basis to improve NEMT services.

<u>To submit a responsive proposal THE PROPOSER SHALL</u>:

1. Describe its system to resolve client and provider complaints and formal grievances;
2. Describe the relationship and interaction between Broker's complaint and grievance procedures and the Department's Administrative Hearing Process;
3. Propose a system to aggregate and analyze data and securely make such data available to the Department through a shared, web-based system;

4. Propose an analysis methodology that will enable the Broker to analyze complaint data to improve services and report findings to the Department; and
5. Propose a methodology to improve Transportation Provider performance based on the Broker's analysis of valid complaints and grievances.

2.28 Significant Incident Management

The Broker shall implement an incident management program oriented to the timely discovery, thorough investigation and corrective action to prevent or mitigate harm and improve NEMT service.

To submit a responsive proposal THE PROPOSER SHALL propose its strategy to manage significant incidents, including notification of such incidents to the Department.

2.29 Appeals – Internal Review

General Requirements: **To submit a responsive proposal THE PROPOSER SHALL** propose policies and procedures to address the following circumstances:

a. A client, or a person acting on behalf of a client, may appeal any adverse decision regarding NEMT services to a designated lead individual or supervisor within the Broker's organization.

b. Whenever a Call Center representative or other staff person denies or reduces a request for NEMT services or suspends an existing service, the Broker must inform the client while the representative is on the call with the client or in a subsequent telephone call, **and** must send a written Notice of Action so that the client has an opportunity to request an appeal to a supervisor or designated lead person in the organization and may request an administrative hearing with the Department.

c. The process for appealing a decision with the Broker and for requesting an administrative hearing shall be unified for all clients who request NEMT services. The Broker and the Department shall treat the filing of an NEMT appeal with the Broker as a simultaneous request for an administrative hearing with the Department.

d. At the time the client requests NEMT services, the Broker shall attempt to obtain all appropriate information to verify and authorize the transportation request as more fully described above.

e. When the Broker is unable to verify appointments and the appropriate mode of transportation while the caller is on the telephone requesting the service from the Broker, the Broker shall inform the client that the Broker requires additional information and the client must either provide written documentation or grant the Broker the right to contact the medical provider to obtain further information before authorizing the trip.

f. The Department shall schedule an administrative hearing within thirty calendar days of receipt of the appeal and notify the client and Broker of the hearing date and location. If a client is disabled, the hearing may be scheduled at the client's home, if requested by the client. The Department shall date stamp and forward the appeal by fax or scanned pdf via email to the Broker within two business days of receipt. The fax or email to the Broker will include the date the client mailed the appeal to the Department. The postmark on the envelope will be used to determine the date the appeal was mailed. The Department shall fax or email a request for

expedited review to the Broker within one business day of receipt by the Department when the client's appeal contains a request for expedited review. The fax or email will include the date the client mailed the appeal. If the Broker receives an appeal form, the Broker shall date stamp and fax the appeal to the appropriate fax number at the Department within two business days.

g. If the Broker terminates, suspends or reduces an existing authorization for services being provided to a client, the client has a right to continuation of those services, provided that the client files an appeal/hearing request within ten (10) calendar days from the date the NOA is mailed to the client, or the effective date of the intended action, whichever is later. The right to continuation of services applies to the scope of services previously authorized for the time period between filing the appeal and a decision being rendered. The right to continuation of services does not apply to subsequent requests for approval that result in denial of the additional request or re-authorization of the request at a different level than requested.

h. An individual(s) having final decision-making authority shall render the Broker's appeal decision, with the understanding that the Department has the ultimate final decision in all matters. Any appeal arising from an action based on a determination of medical necessity shall be decided by the Broker's medical staff.

i. An appeal may be decided on the basis of the written documentation available (or other reliable source of information including telephone recorded information including the conversation of any qualified person able to contribute pertinent information to the matter being appealed) unless the client requests an opportunity to discuss the decision with the Broker and/or requests an opportunity to submit additional documentation or other written material.

j. If the client wishes to meet with the Broker's decision-maker, the meeting can be held via telephone or at a location accessible to the client. Subject to approval of the Department's regional Offices, any of the Department office locations may be available for video conferencing.

k. The Broker shall mail to the client, the client's parent or guardian if the client is under the age of 18 and/or the Department of Children and Families' central office contact person for any child who is committed to or in the custody of the Department of Children and Families, a written appeal determination described below, with an electronic copy to the Department, by the date of the Department's administrative hearing.

l. The Broker's written appeal determination shall include the client's name and address; the Broker's name and address; a complete description of the information or documents reviewed by the Broker in rendering its decision; a complete statement of the Broker's findings and conclusions, including a citation to the legal authority that is the basis of the appeal determination; a clear statement of the Broker's disposition of the appeal; and a statement that the client has exhausted the Broker's internal appeal procedure. If the appeal is submitted in Spanish, it shall be responded to in Spanish.

m. Along with the appeal determination, the Broker shall remind the client on a form, which shall be approved by the Department, of the option to appeal to the Department if the client is dissatisfied with the Broker's denial, reduction, or suspension of NEMT services. The form shall state that the Department has already reserved a time to hold an administrative hearing concerning that determination and provide that information to the client.

n. The Broker shall remind the client on the form that if the client fails to appear at the administrative hearing, the client's reserved hearing time will be cancelled and any disputed services that were maintained will be suspended, reduced, or terminated in accordance with the Broker's appeal determination. If clients are entitled to a continuation of services, the Broker shall indicate that the services will be continued for the duration of the existing authorization until the outcome of the Administrative hearing is determined.

o. If the client requests an Administrative Hearing the Broker must prepare a written narrative of the situation for the Department's Administrative Hearing Officer and may be directed by the Department to attend the hearing.

p. The Department shall retain decision-making authority on authorization of transportation services. The Department's decisions on matters involving Broker denial of transportation services shall be final and binding and shall not be subject to appeal by the Broker.

q. The Broker shall submit the summary narrative and related materials to the Department's NEMT Program staff for review and approval at least ten days before the scheduled hearing. The Broker will mail an approved summary to the client at least five days before the scheduled hearing. An employee of the Broker with a title of manager or higher shall attend the scheduled hearing.

2.30 Notices of Action

A Notice of Action (NOA) shall be issued to a client upon denial, suspension, or termination of services.

a. The Broker shall comply with Department policies and procedures related to Notice of Action and Administrative Hearings. Such policies and procedures may change and the Department shall notify the Broker of any changes when they occur. Additionally the Department and the Broker will annually review the policies and procedures.

b. The Broker shall:

1) Utilize the Grievance and Complaint resolution process identified in 2.27;

2) After informing a client of an adverse decision as described above, the Broker shall mail a written denial notice (Notice of Action – NOA) on the form developed and provided to the Broker from the Department, including the reason for the denial, within one (1) business day of the decision to deny the service and retain documentation evidencing that the NOA was sent.

The following reasons would qualify for an NOA to be sent:

a) Denial because the services to which the client wishes to be transported are not Medicaid-covered services. Conn. Agencies Regs. 17-134d-33(e)(1)

b) Denial because the client is not receiving the type of transportation that he or she has requested. Department has the right to determine which type of transportation is most appropriate for the client. Conn. Agencies Regs. 17-134d-33(e)(2)(A)

c) Denial because the healthcare provider chosen by the client is not the "nearest appropriate healthcare provider of medical services." Conn. Agencies Regs. 17-134d-33(e)(2)(B). In order to deny on this basis, there must be a determination made by the

vendor that "traveling further distances provides no medical benefit" above which the client would receive at a closer provider.

d) Denial because the method of transportation requested is not "the least expensive appropriate method of transportation, depending on the availability of the service and the physical and medical circumstances of the [client.]" Conn. Agencies Regs. 17-134d-33(e)(2)(C)

e) Denial because the client wants to go to a medical provider solely for the purpose of picking up a prescription or a written prescription order, Conn. Agencies Regs. 17-134d-33(e) (3) (D), or solely for the purpose of picking up "an item [that] does not require a fitting." Conn. Agencies Regs. 17-134d-33(e) (3) (F).

3) Utilize the Notice of Action letters and appeals process provided by the Department. The Broker shall prepare for and participate in client appeals, as the Department requires and at the Broker's expense.

To submit a responsive proposal THE PROPOSER SHALL describe its method to identify calls into its Call Center that require the issuance of an NOA.

2.31 Third Party Liability - The Broker shall:

a. Obtain information concerning possible third party payers for participating clients;

b. Report to the Department any information that varies with the information on AEVS and transmit copies of verification when provided by the client;

c. Coordinate NEMT benefit for eligible Medicaid Clients who may be entitled to other federal health insurance or other resources to avoid cost to the Department's NEMT program;

d. Assist the Department in all third party recovery efforts;

e. Notify the Department of any/all NEMT accidents as significant incidents in accordance with applicable procedures. When a client is a party to the accident, the Broker shall also provide the name of the insurance carrier and relevant contact information including, but not limited to, the NEMT company driver, owner, carrier and policy number.

2.32 Fraud and Abuse Prevention

a. The Department is extremely concerned about the potential for fraudulent, abusive and inappropriate use of Medicaid covered transportation both on the part of Transportation Providers and clients including:

1) Transportation of ineligible riders;

2) Trips to non-covered Medicaid services;

3) Multiple trips where only one trip is necessary;

4) Transportation in an ambulance, stretcher, or wheelchair-accessible vehicle when the client's medical needs do not warrant that mode of transportation;

5) Charges by Transportation Providers for more miles than the actual distance of the trip;

6) Trips that never occur;
7) Gratuities or other types of inducements to the clients or others acting on behalf of the clients for any purpose; and
8) Transportation in unlicensed or unpermitted vehicles or licensed and permitted vehicles driven by uninsured drivers.

b. The Broker (and its Transportation Providers) shall:

1) Not knowingly take any action or fail to take any action that could result in an unauthorized benefit to the Broker, its employees, its Transportation Providers, its vendors, or to a client;
2) Commit to preventing, detecting, investigating, and reporting potential fraud and abuse occurrences, and shall assist the Department and DHHS in preventing and prosecuting fraud and abuse in the NEMT program;
3) Acknowledge that the Department and DHHS, Office of the Inspector General, has the authority to recover payments or to impose civil monetary penalties on individuals and entities that submit false and fraudulent claims related to the NEMT program;
4) Immediately notify the Department when it detects a situation of potential fraud or abuse, including, but not limited to, the following:
   a) False statements, misrepresentations, concealment, failure to disclose, and conversion of benefits;
   b) Any giving or seeking of kickbacks, rebates, or similar remuneration;
   c) Charging or receiving reimbursement in excess of that provided by the Department; and
5) Cease any conduct that the Department or its agent deems to be abusive of the NEMT program, and take any corrective actions requested by the Department or its agent;
6) Provide information, as requested by the Department, on any employee or Transportation Provider who has been convicted of a civil or criminal offense related to that person's involvement with Medicare, Medicaid, or any other federal or state assistance program;
7) Attest to the truthfulness, accuracy, and completeness of all data submitted to the Department, based on the Broker's best knowledge, information, and belief;
8) Implement administrative and management procedures and a mandatory compliance plan to guard against fraud and abuse. The Broker's compliance plan shall include but not necessarily be limited to, the following efforts:
   a) The designation of a compliance officer and a compliance committee, who reports to senior management;
   b) Written policies, procedures and standards which demonstrate commitment to comply with all applicable Federal and State standards;
   c) Effective lines of communication between the compliance officer and Broker employees and Transportation Providers;
   d) Conducting regular reviews and audits of operations to guard against fraud and abuse;

e) Assessing and strengthening internal controls to ensure claims are submitted and payments are made properly;

f) Effectively training and educating employees, Transportation Providers, and Transportation Providers about fraud and abuse and how to report it;

g) Effectively organizing resources to respond to complaints of fraud and abuse;

h) Establishing procedures to process fraud and abuse complaints; and

i) Establishing procedures for prompt responses to potential offenses and reporting information to the Department.

9) Examine publicly available data, including but not limited to the CMS Medicare/Medicaid Sanction Report and the CMS website (http://www.oig.hhs.gov) (LEIE - List of Excluded Individuals and Entities) to determine whether any potential or current employees, providers, or Transportation Providers have been suspended or excluded or terminated from the Medicare or Medicaid programs and shall comply with, and give effect to, any such suspension, exclusion, or termination in accordance with the requirements of State and Federal law; and

10) Meet the requirements of Section § 6032 (if applicable) of the Deficit Reduction Act of 2005, P.L. 109-171, and any implementing regulations or guidance on those requirements issued by the federal government. These sections of the Federal Deficit Reduction Act of 2005 ("DRA") require entities that make or receive annual Medicaid payments of $5 million or more ("covered entities") to:

a) Establish written policies for all employees of the entity (including management), and of any contractor or agent of the entity, that provide detailed information about S. 1932—71 the False Claims Act established under sections 3729 through 3733 of Title 31, United States Code, Administrative Remedies for False Claims and Statements established under Chapter 38 of Title 31, United States Code, any State laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in section 1128B(f));

b) Include as part of such written policies, detailed provisions regarding the entity's policies and procedures for detecting and preventing fraud, waste, and abuse; and

c) Include in any employee handbook for the entity a specific discussion of the laws described in subparagraph (a), the rights of employees to be protected as whistleblowers, and the entity's policies and procedures for detecting and preventing fraud, waste, and abuse.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its detailed program integrity plan to prevent fraud and abuse as described above; and
2. Describe its procedures for corrective action when it discovers fraudulent, abusive or inappropriate use of transportation services by providers or clients.

2.33 Performance Oversight

a. Contract Compliance, Performance Targets, Standards, and Sanctions - General Requirements

1) The Department has established mechanisms to support and encourage continuous NEMT quality improvement. The primary mechanism is the use of Performance Targets that both the Department and the Broker design as performance goals for a specific future performance measurement period. The Department also has established standards for specific performance that are crucial and fundamental to the integrity of the program. These standards are intended to reinforce performance levels in specific areas based in law, regulation or policy.

2) Performance Targets are intended to ensure continued quality service improvement and cost management.

3) Performance Standards and Sanctions are intended to insure a minimum level of service throughout the term of the resultant Contract. All provisions for Performance Standards also shall constitute independent requirements for the purpose of determining whether the Broker may be subject to penalties.

4) The Department requires the Broker to obtain and maintain throughout the term of the contract a Performance Bond in the amount of $1 million dollars to protect the Department against costs due to the Broker's failure to perform.

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5) The Department shall evaluate the on-going performance of the Broker during the term of the contract through annual Performance Reviews.

b. Performance Targets and Withhold Allocation

1) The Department shall withhold 7.5% of each monthly administrative payment during each year of the contract to be paid to the Broker, in whole or in part, on an annual basis contingent upon the Broker's success in meeting established Performance Targets as set forth in ***Exhibit Three***: ***Performance Targets.***

2) Performance Targets will be tied to objectives such as access, quality, utilization management and overall expenditures. Each Performance Target has a separate value. The Broker shall have the opportunity to separately earn the amount associated with each Performance Target.

3) Performance Targets for the transition period following the execution of the contract and concluding with the "start of the Full Implementation" shall be related to that transition period.

4) The Performance Targets following the transition and implementation period will be based on achieving "per member per month (PMPM)" cost targets worth 5% and achieving quality performance targets worth 2.5%. The Broker and the Department will negotiate Performance Targets for successive annual (twelve month) periods. The schedule of review may be revised**.** The initial PMPM target and terms for return of the withhold will be established in the negotiation prior to contract execution. The Performance Targets shall, among other things, include provisions related to the timely submission of accurate claims (ambulance, wheelchair and livery) to HP and the timely and accurate payment of personal reimbursement and submission of encounter data to the Department.

5) The Department shall measure the Broker's success in meeting the Performance Targets. The Department shall establish specifications mutually agreeable to the Department and the

Broker for measurement of the Broker's performance and shall calculate the Broker's performance on reports or data submitted by the Broker.

6) The Broker's failure to provide the Department with the requisite data or reports in accordance with the agreed reporting frequency for the Performance Period shall result in the Broker's forfeiting the specified percentage of withhold attached to the corresponding Performance Target(s).

7) The Department shall determine whether the Broker has met, exceeded or fallen below each of the required Performance Targets set forth in this subsection. The decision of the Department shall be final.

8) In determining the Broker's success in meeting the agreed upon Performance Targets, performance measures will not be rounded. For example, if the Broker is required to achieve a performance level of 95%, the target will not be achieved if the performance is 94.9%.

9) When a Performance Target includes the performance of a random sample, the sample size will be mutually agreed upon by the Department and the Broker and will be based on the size of the population relevant to the Performance Target.

10) The reporting period for purposes of calculation of the Broker's success in meeting the Performance Targets shall be by twelve month period beginning with January 1 of a calendar year unless otherwise stipulated by the Department. Claim based reports used to measure Performance Targets will not be completed until three (3) months after the close of the Performance Period to allow for claims run out.

11) The Department shall notify the Broker of its success or failure in meeting the Performance Targets on or before April 15th of each year.

12) If the Broker has failed to meet a Performance Target the Broker shall, within fifteen (15) business days from the date of the Department's notification of the Broker's failure to meet a specified Performance Target(s), submit a written report to the Department that shall explain why specific Performance Targets were not met and describe a plan of action to be implemented in an effort to meet these Performance Targets in the future.

13) If the Broker has met or exceeded the Performance Targets the Department shall return the specified portion of the withhold, not more than 120 days from the receipt of data for the most recent quarter that is the subject of the review period unless otherwise agreed to by the parties.

c. Performance Standards and Sanctions

1) The Department has established Performance Standards as outlined in ***Exhibit Four**: Performance Standards and Sanctions*.

2) The Broker's failure to meet minimum Performance Standards as outlined in ***Exhibit Four**: Performance Standards and Sanctions* will result in a sanction against the Broker for each occurrence per Performance Standard not met. If the Broker's Performance Reports or audits by the Department indicate that the Broker failed to meet these Standards within the specifications under consideration, the Department shall adjust the Broker's payment by a predetermined dollar amount set for each Performance Standard. ***Exhibit Four:*** *Performance Standards and Sanctions* identify all Performance Standards and corresponding measures

and the dollar amount to be deducted from the Broker's payment if and when the Performance Standard is not met. The Broker shall not be penalized for reporting delays that are the fault of the Department or its agents.

3) Throughout the term of the contract the Department shall regularly review the Performance Standard reports to determine whether the Broker is meeting these standards and issue a written sanction notification for each occurrence in which the Broker fails to meet a Performance Standard. The Department shall have the sole authority to determine whether the Broker has met, exceeded or fallen below any or all of the Performance Standards.

4) The Department shall adjust the Broker's administrative payment for each sanction on the payment following the delivery of the written notification.

5) The Department shall review for approval the development of, modification to and implementation of corrective action plans.

6) The Broker shall submit to the Department a corrective action plan to avoid the recurrence of non-compliance, along with a timetable for implementation of the corrective action plan, within fifteen (15) business days from the date of the Department's written sanction notification to the Broker for failure to meet a specified standard.

7) Implementation of any sanction provision or the decision of the Department to refrain from implementation shall not be construed as anything other than a means of further encouraging the Broker to perform in accordance with the terms of the contract and is not the Department's sole remedy to the specific performance of the contract requirement.

d. Alternative Effort

1) The Department may search for cover for the services reasonably necessary to cure a default by the Broker if, in the reasonable judgment of the Department:

a) A default by the Broker is not so substantial as to require termination;

b) Reasonable efforts to induce the Broker to cure the default are unavailing; and

c) The default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Broker.

2) If the Department exercises its right to search for cover to cure the default, the Broker's next payment will be adjusted to recover the reasonable cost of the procured services and the costs associated with the procurement of the services. If the Department exercises this right, the Broker shall:

a) Cooperate with such entities the Department may obtain to cure the default and shall allow those entities access to the facility, documentation, software, utilities and equipment; and

b) Remain liable for all system support and administration performance criteria, maintenance of, and further enhancements to, any applications developed by these resources.

e. Performance Bond or Statutory Deposit

1) The Department requires a fully operational NEMT administrative system as of 12:01 AM on January 1, 2012 and for each day of the contract period thereafter. The failure of the Broker

to pass the "Readiness Review" or the failure of the Broker to provide an operational system as of 12:01 AM on January 1, 2012, as approved by the Department, in accordance with the Broker's Implementation Plan, or the failure of the Broker to maintain a fully operational system thereafter will cause considerable harm to the Department and its eligible clients.

2) The Broker shall be liable to the Department for resultant damages if the Broker is not operational by 12:01 AM on January 1, 2012 or if the Broker has not passed the Readiness Review by November 1, 2011. To mitigate such harm the Department requires the Broker to obtain either a Performance Bond or a Statutory Deposit as further described below:

   a) The Performance Bond or Statutory Deposit is intended to guarantee a fully operational system for the term of the resultant contract and cover the Department's costs in the event of a performance or financial failure by the Broker. (Separately the Department requires audited financial statements annually). By submitting a proposal in response to the RFP, the Proposer agrees that:

      i. It will be able to secure a Performance Bond or Statutory Deposit according to the terms of this section.

      ii. It will engage in good faith negotiations to execute a contract before September 1, 2011.

      iii. It will begin an implementation process on September 1, 2011.

      iv. It will provide a fully operational system on January 1, 2012 and will maintain a fully operational system thereafter.

      v. It will participate in transitional activities with the present Brokers, if necessary.

      vi. It will participate in a "Readiness Review" to be conducted by the

      Department according to the terms of § 2.35 Readiness Review. The Broker will be required to pass the Readiness Review as determined by the Department before the Department will allow the Broker to provide services. In the event the Department determines that the Broker is not "ready" to provide services by January 1, 2012, the Department will take such action that may be required to ensure the seamless delivery of non emergency medical transportation services including, but not limited to, the extension of contracts of those Brokers providing NEMT services prior to January 1, 2012 or the calling of the performance bond.

   b) The Broker shall obtain a Performance Bond or Statutory Deposit Account in the amount of $3,000,000 on or before the execution of the Contract in accordance with the following:

      i. The purpose of the bond or Statutory Deposit amount is to mitigate harm caused by any failure of the Broker to perform services required in the resultant contract;

      ii. The bond shall be provided by an insurer, which has been previously approved by the Department;

      iii. The bond shall name the State of Connecticut as the Obligee;

      iv. The bond or Statutory Deposit amount shall remain in effect until the latter of:

- The duration of the contract and any extensions to the contract; or
- The work to be performed under the contract has been fully completed to the satisfaction of the Department and the Department has released the Broker from carrying the bond by written consent.

3) The Broker shall not be liable for such damages if the Department has failed to meet its obligations under the resultant Contract, and that failure of the Department was a direct cause of the Broker's ability to perform its administrative services by the date specified in the Broker's approved Implementation Plan.

c) The Broker agrees to pass a "Readiness Review" conducted by the Department and concluded no later than November 1, 2011, or on such other date as the Broker and the Department may agree in writing. The Department shall conduct a formal review of the Broker's operational status to determine whether the Broker is sufficiently prepared to undertake the service as described in this RFP to be "Fully Operational" by January 1, 2012. "Fully Operational" means that the Broker has the capacity to correctly perform the functions described in this RFP as determined by the Department.

2.34 **Transition and Implementation Requirements-** General Provisions

The Department is committed to a smooth transition from multiple Brokers to a single Broker. The start-up phase begins at contract execution and ends on at 12:01 am January 1, 2012, at which time the single Broker will assume responsibility for managing NEMT for all clients.

a. Department Responsibilities

1) The Department shall engage in good faith negotiations to execute a contract by September 1, 2011.
2) The Department shall review the Broker's Implementation Plan and periodic updates and not unreasonably withhold approval of the Plan and subsequent updates.
3) The Department shall require that its current NEMT brokers and its MCOs, with regard to their brokerage data, submit to the Department or the successful Proposer, thirty days prior to implementation, a list of clients with sufficient information to support continuity and coordination of NEMT services for those individuals who have pre-scheduled transportation arrangements.
4) The Department shall require contracted HUSKY MCOs and their Brokers to pay for all NEMT services authorized and provided prior to January 1, 2012.
5) The Department shall require contracted HUSKY MCOs or their Brokers to notify all NEMT providers in their networks about the new administrative requirements, the procedures for enrolling in the Connecticut Medical Assistance Program Provider Network through the successful Proposer for those providers who wish to continue serving Medicaid Clients and who are not otherwise enrolled.
6) The Department shall require contracted FFS NEMT Brokers to pay for all NEMT services authorized and scheduled and provided prior to January 1, 2012.

b. Broker Responsibilities

1) The Broker shall develop and provide to the Department for review and approval an Implementation Plan prior to the execution of the contract using software such as Microsoft Project, GANTT chart, or equivalent, which shall include the designated individuals responsible for the execution of the Implementation Plan and the dates by which the Broker will begin implementation of each of its administrative services.

2) The Broker shall conduct training sessions with Transportation Providers as described in this RFP. The Broker shall respond to Transportation Provider questions and make best efforts to ensure that Transportation Providers are aware of the need to enroll with the Department and to obtain necessary authorizations and associated procedures (e.g. registration).

3) The Broker shall perform administrative services and become operational as defined in the detailed and negotiated Implementation Plan by the date indicated in the Broker's approved Implementation Plan, or on such other date as the Broker and the Department may agree in writing.

4) The Broker shall issue a client notification informing clients that a single broker will be responsible for NEMT authorizations and notify all Medicaid FFS (including LIA) and HUSKY A Clients of the new administrative NEMT arrangement including a statewide single reservation line, when prior authorizations granted under the existing NEMT brokers shall expire and the procedures for obtaining authorization under the new Broker.

2.35 Readiness Review

a. The Department shall conduct a Readiness Review of specific requirements beginning no later than sixty (60) days prior to the implementation date of January 1, 2012. The purpose of the Readiness Review will be to determine whether the Broker has achieved sufficient progress to operate its administrative services timely, as indicated in the Broker's approved Implementation Plan.

b. The Department shall notify the Broker in writing of the results of its readiness review within seven business days from the review. The Department may approve the Broker's progress with or without comment, conditionally with additional requirements, or may determine that the Broker has not made sufficient progress to operate its administrative services by the date indicated in the Broker's approved Implementation Plan.

c. If the Department determines that the Broker has failed to make sufficient progress to become operational and to perform administrative services by the date indicated in the Broker's approved Implementation Plan, the Broker shall have five business days from the date of such notice to propose a corrective action plan to the Department's satisfaction.

d. Irrespective of the Broker's corrective action, the Department, at its option, may take such additional steps as it deems necessary to provide seamless NEMT administrative services for its clients including, but not limited to, calling for execution of the Performance Bond and terminating the Contract for the Broker's failure to pass the Readiness Review.

e. ***Exhibit Five:*** *Readiness Review Topic* lists the Readiness Review Topics.

2.36 Termination Provisions

a. The Department may exercise its right to invoke the provisions of § 2.36 Termination when it determines the Broker has failed to perform. All terminations shall be effective at the end of a month, unless otherwise specified in this Article. The Broker may be terminated under the following circumstances:

1) By mutual written agreement of the Department and the Broker upon such terms and conditions as they may agree;

2) By the Department for convenience, upon not less than one hundred-eighty (180) days written notice to the Broker;

3) By the Department, for cause, upon failure of the Broker to materially comply with the terms and conditions of this Contract.

4) The Department shall give the Broker written notice specifying the Broker's failure to comply and shall provide Broker a period of fourteen (14) days to cure such breach. If the Broker is working in good faith towards a resolution, the Department may offer up to an additional sixteen (16) days to cure. If the Broker fails to comply, the Departments may serve written notice stating the date of termination and work stoppage arrangements, not otherwise specified in this Contract. Such date of termination shall be no less than fifteen (15) days following the date on which notice of the breach was provided to the Broker.

5) By the Department, in the event of default by the Broker, which is defined as the inability of the Broker to provide services, where such inability is not otherwise excused pursuant to this Contract, as described in this Contract or the Broker's insolvency.

6) With the exception of termination due to insolvency, the Department shall require the Broker to cure the default within thirty (30) days or to submit a plan of correction acceptable to the Department unless such opportunity would result in immediate harm to members, or the improper diversion of Medicaid program funds;

7) By the Department, in the event of notification that the owners or managers of the Broker, or other entities with substantial contractual relationship with the Broker, have been convicted of Medicare or Medicaid fraud or abuse or received certain sanctions as specified in Section 1128 of the Social Security Act;

8) By the Department, in the event it determines that the health or welfare of members is in jeopardy should the contract continue;

9) By the Department, in the event a petition for bankruptcy is filed by or against the Broker;

10) By the Department, if the Broker fails substantially to authorize medically necessary transportation services that are required under this Contract;

11) By the Department, if the Broker intentionally misrepresents or falsifies information that is furnished to the Secretary of Health and Human Services, the Department or Medicaid recipients, potential recipients or health care providers under the Social Security Act or pursuant to this Contract; and

12) By the Broker, on one hundred eighty (180) days written notice.

Unless termination occurs pursuant to any of the above conditions, this Contract shall terminate on the Expiration date of the original resultant contract or subsequent amendments. The Broker shall be paid solely for covered services provided prior to the Expiration or Termination date. The Broker is obligated to cooperate fully with the closeout or transition of any activities so as to permit continuity in the administration of the Department's programs. This includes, but is not limited to, allowing the Department's full access to the Broker's facilities and records to the extent necessary to arrange for the orderly transfer of contracted activities (including information for the reimbursement of any outstanding Medicaid claims) and any other provisions specifically defined in the termination agreement.

13) If the Department terminates this Contract pursuant to this Article and unless otherwise specified in this Article, the Department shall provide the Broker written notice of such termination at least sixty (60) days prior to the effective date of the termination, unless the Department itself receives less than sixty (60) days notice, in which case the Department shall provide the Broker with as much notice as possible. If the Department determines a reduction in the scope of work is necessary, it shall notify the Broker and the parties shall proceed to amend the resultant Contract pursuant to its provisions. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any agreement or notice of termination shall incorporate necessary transition arrangements if such arrangements are not otherwise specified in this Contract.

14) In the event that either party seeks early termination of this agreement, the Broker and the Department shall negotiate an early termination agreement that may include transition activities, the status of the Broker during the termination/transition period, cost recovery, payment terms, and any other matter that is necessary for the orderly termination and transfer of activities to a new Broker or the Departments. Such agreement shall be concluded within thirty (30) days of the notice of termination. If agreement is not reached regarding the termination agreement within the specified thirty (30)-day period, the contract shall terminate sixty (60) days thereafter.

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3.0 Staffing Requirements

Maximum Page Limitation is 15 double-sided pages = 30 pages

3.1 Key Personnel, Positions and Staff Resources

The term "Key Personnel" refers to those individuals who are critical to the operation of the Proposer's proposed program. The term "Key Positions" refers to the positions related to key personnel functions that are identified in this RFP. The Broker must receive written approval from the Department for changes in key personnel and position prior to such changes being made. All key personnel must understand the NEMT regulations and Client Status definitions and be able to apply the regulations and Client Status definitions to their daily NEMT operations. The Broker shall:

a. Designate a full time Program Manager to be responsible for all aspects of this resultant contract and the Broker's performance with respect to said resultant contract.

   1) The Program Manager shall be responsible solely for all Connecticut-based operations, with authority to reallocate staff and resources to ensure contract compliance;

   2) The corporate executive and administrative staff shall support the Program Manager with sufficient corporate resources to comply with contractual requirements;

   3) The Program Manager must be approved by the Department. Such designation shall be made in writing to the Contract Manager within five business days of execution of this Contract, and notification of any subsequent change of the key person shall be made in writing to the Contract Administrator for approval prior to such change;

   4) The Program Manager shall immediately notify the Department's Contract Manager of the discharge of any personnel assigned to this Contract;

   5) The Program Manager must demonstrate competence in the understanding and use of applicable Medicaid and NEMT regulations and shall have full knowledge of the requirements identified in this RFP, the Proposer's proposal and resultant contract;

   6) The Program Manager or designee shall be the first contact for the Department regarding any questions, problems, and any other issues that arise during implementation and operation of the Contract; and

   7) The Program Manager must be on-site in the Connecticut Service Center.

b. Employ or contract with a sufficient number of personnel to accomplish the tasks as outlined in this RFP.

c. Employ or contract with sufficient numbers of medical personnel with a minimum certification of registered nurse to evaluate medical necessity in determining appropriate mode of transportation including but not limited to, reviewing, approving and arranging chair vans, non-emergency ambulance services and other types of restrictive transportation services for clients. The medical personnel will also evaluate decisions of closest-appropriate healthcare provider and will discuss such decisions with the client and/or healthcare provider, as appropriate.

d. Dedicate specific and qualified staff to manage the following key positions and functions as approved by the Department. The Connecticut Program Manager and the Connecticut-based

management staff assigned to this program shall include individuals responsible for the following functions. Key Personnel shall mean the person that holds a Key Position:

1) Call Center;
2) Operations – Network Maintenance;
3) Staff Training;
4) Prior Authorization, Claims Management, and Transportation Provider enrollment management;
5) Quality Management – Utilization Review and Audit: The key person dedicated to Quality Management shall, at a minimum, present experience and competency in evaluating data, drawing inferences from data analysis, and recommending practice or procedural changes based on inferences;
6) Data Systems; and
7) Medical Review.

e. The Broker's key positions and key personnel must be approved by the Department. Such designations shall be made in writing to the Contract Manager within five business days of contract execution. No changes, substitutions, additions or deletions, whether temporary or permanent shall be made unless approved in advance by the Department, approval of which shall not be unreasonably withheld. All key personnel initially proposed by the Broker will be evaluated as part of the Readiness Review and evaluated as needed thereafter;

f. During the course of the resultant contract the Department reserves the right to require the removal or reassignment of any Broker personnel or Transportation Provider personnel assigned to the resultant contract if found unacceptable by the Department. Such removal shall be based on grounds which are specified in writing to the Broker;

g. The Broker shall notify the Department in the event of any unplanned absences of key personnel longer than seven days and shall provide a coverage plan acceptable to the Department; and

h. The Broker's implementation team for the resultant contract shall be led by an individual approved by the Department and the implementation team shall remain involved until the Department has agreed in writing that the implementation team is no longer required and full responsibility for all aspects of the resultant contract can transfer to the key person.

To submit a responsive proposal THE PROPOSER SHALL:

1. Provide a functional organization chart of the Broker detailing how the staffing for the proposed Connecticut NEMT Program fits within the entire structure of the organization;
2. Describe how the proposed organizational structure will manage and operate the program;
3. Provide the names of Proposer's personnel proposed for this program and the hours and percentages of time dedicated to this program, including a full time Program Manager for the NEMT Program;
4. Provide proposed job descriptions (titles/positions) and when available, résumés for those key personnel for the following functional areas:
   a. Program Manager;
   b. Call Center;

c. Operations – Network Maintenance; Transportation Provider enrollment management
d. Staff training;
e. Prior Authorization, Claims Management, and Client Status Management:
f. Quality Management, Utilization Review and Audit
g. Data systems;
h. Medical review: Minimum qualifications of at least a registered nurse shall include the ability to professionally converse with other medical personnel to establish the medical necessity for particular modes of transportation.

The résumés and job descriptions shall specify actual (in the case of résumés) and minimum (in the case of job descriptions) contract-related experience, credentials, education and training, and shall include:

a. Names, positions, titles, and telephone numbers of persons who are able to provide information concerning the individuals' experience and competence; and
b. Each project referenced in a resume should include the customer, and a brief description of the responsibility of the individual to the project.

Résumés and job descriptions are not included in the page limitation of this section and job descriptions should be included as an Appendix in Section H. of the NEMT proposal submittal. If the Proposer provides only job descriptions in the event that the Proposer has not identified candidates for the positions, the successful Proposer must provide résumés for those individuals prior to the Readiness Review. Individuals selected in that circumstance will be subject to the Department's approval.

5. If any positions are shared between the resultant contract and other work performed by the Broker for other entities, disclose that information and justify the staffing allocation.
6. Describe the relationship between specific personnel for whom résumés have been submitted, (or proposed job descriptions when specific individuals have not been employed) and the specific tasks and assignments proposed to accomplish the scope of work and a justification of the individual's function based on the individual's competencies.

3.2 Management Plan – Contract Administration

a. Department Contract Administration responsibilities:

1) The Department shall designate a Contract Manager to oversee the management of the resultant contract including the performance of the Broker;
2) The Contract Manager will be the Broker's primary contact regarding issues that arise related to Contract implementation, operations, and program management. The Contract Manager will be responsible for overseeing and managing the Broker's performance according to the terms and conditions of the resultant contract, responding to all Broker inquiries and other communications related to implementation, operations, and program management, and rendering opinions or determinations with respect to applicable state and federal regulations and policies as the need arises and upon request of the Broker. The Contract Manager will coordinate all necessary contacts between the Broker and State staff

and will review, evaluate, and have the final authority to approve all deliverables prior to the Broker being released from further responsibility.

3) The Department's Contract Administrator shall serve as an agent of the Department at the request of the Contract Manager and will among other things, issue formal opinions with regard to interpretation of the resultant contract, the Broker's performance under the terms of the resultant contract, and the administration of resultant contract incentives and sanctions;

4) The Department may, at its discretion, station one or more of its employees on-site at the Broker's place(s) of business to provide consultation, guidance and monitoring regarding the implementation of the resultant contract;

5) The Department will provide technical assistance and other support to enable the Broker to perform its functions. Examples of such support include:

   a) Monitoring the Broker's performance and requesting updates as appropriate;

   b) Responding to written requests for policy interpretations;

   c) Providing technical assistance to the Broker as necessary to accomplish the expected outcome;

   d) Allowing access to automated databases as available and permitted;

   e) Allowing access to management and system-generated reports and case files as appropriate;

   f) Scheduling and holding program meetings with the Broker;

   g) Providing a process for and facilitating open discussions with staff and personnel to gather information regarding recommendations and suggestions for improvement;

   h) Providing monthly and daily updates of Medicaid eligibility files of clients who qualify for NEMT services and other data as required by the Broker to perform the functions of the program;

   i) Determining and providing pending client information; and

   j) Providing information for clients who have received retro-active grants of eligibility.

b. The Broker shall:

1) Comply with the Department's policies, procedures, regulations, and other directions regarding NEMT services which may be amended;

2) Raise technical matters associated with the administration of the resultant contract including matters of contract interpretation and the performance of the state and Broker in meeting the obligations and requirements of the resultant contract with the Department's Contract Manager;

3) Develop and maintain an "Issue Tracking Mechanism" that enables the Broker to formally track and manage issues raised by either the Department, the Broker, or Transportation Providers;

4) Contact the Department's Contract Manager first for all matters stated above. In no instance shall the Broker refer matters to the Department's Contract Administrator unless an initial

contact both orally and in writing concerning the individual matter has been presented to the Department's Contract Manager;

5) Provide written response to all written correspondence from the Department or when otherwise requested by the Department;

6) Address all written correspondence regarding the administration of the resultant contract and the Broker's performance according to the terms and conditions of the resultant contract to the Contract Manager;

7) Respond to telephone calls from the Department within one business day from the Broker's key person or designee receipt of the call;

8) Submit to the Department certain materials for their review and approval. For purposes of this section, any and all materials required to be submitted to the Department for review and approval shall be considered a "Deliverable";

9) Submit each Deliverable to the Department's Contract Manager. As soon as possible, but in no event later than thirty Business Days, or such other date as agreed to by the parties in writing, after receipt (not counting the date of receipt) of a Deliverable, the Department's Contract Manager shall give written notice of the Department's unconditional approval, conditional approval or disapproval. Notice of conditional approval shall state the conditions necessary to qualify the Deliverable for approval;

10) As soon as possible, but in no event later than ten Business Days or such other date as agreed to by the parties in writing, after receipt (not counting the date of receipt) of a notice of conditional approval or disapproval, the Broker shall make the corrections and resubmit the corrected Deliverable;

11) As soon as possible, but in no event later than ten Business Days or such other date as agreed to by the parties in writing, following resubmission of any Deliverable conditionally approved or disapproved, the Department's Contract Manager shall give written notice of the Department's unconditional approval, conditional approval or disapproval;

12) In the event that the Department's Contract Manager fails to respond to a Deliverable (such as, to give notice of unconditional approval, conditional approval or disapproval) within the applicable time period, the Deliverable shall be deemed unconditionally approved;

13) Whenever the due date for any Deliverable, or the final day on which an act is permitted or required by this resultant contract to be performed by either party fall(s) on a day other than a Business Day, such due date shall be the first Business Day following such day;

14) The Broker shall, at the request of the Department, attend meetings of other bodies established to provide input into services related to the NEMT Program including legislative and other public committees;

15) The Broker shall cooperate with any external evaluations or studies as required by the Department to include providing data, reports, and making Broker staff and records available to the outside evaluators; and

16) The Broker shall provide the Department's Contract Manager reasonable access to all data and information relating to the Broker's performance under the resultant contract. The Department owns all rights to the data held and transmitted by the Broker related to any work performed under the resultant contract.

3.3 Staff and Transportation Provider Training and Procedures- The Broker shall:

a. Develop and implement an in-service training program and operational procedures, provide manuals, forms and reports, necessary for smooth operation of the NEMT responsibilities;

b. Propose and, subject to the Department's approval, implement a formal training program that orients staff to standard procedures and practices including service quality so that clients receive excellent customer service and are treated with respect, dignity and cultural sensitivity. Such training must include an orientation to Connecticut Medicaid services, client status, NEMT eligibility, prior authorization and verification procedures, significant incident management, complaint management, crisis call management, medical necessity, entitlement and client rights, data uses and application and importance for the program; and other training modules that relate to on-going quality improvement. The Broker shall provide sufficient "interviewing technique training" for all staff who perform Call Center communication with clients. All communication with clients and service authorizations must be performed by trained employees. The Broker will maintain documentation of all training and re-training for each employee; and

c. Implement training for Transportation Providers and their drivers to ensure their compliance with Medicaid requirements including but not limited to the requirement for educating all employees and officers on how to detect fraud, waste and abuse.

To submit a responsive proposal THE PROPOSER SHALL:

1. Outline a plan of in-service training for the content listed above including procedures, practices and customer satisfaction and a schedule for implementation and completion;
2. Outline a training plan for Transportation Providers that addresses fraud and abuse, client safety, claims processing and HP enrollment, and any additional topic relevant to the Broker – Provider contract relationship including a plan for implementation and completion;
3. Provide a sample curriculum outline for a topic area applicable to employees and another sample curriculum for Transportation Providers and their drivers regarding a topic area within the scope of work contemplated by this RFP(The sample curricula are not included in the page limitation of this part of the RFP); and
4. Outline its training for grievance and complaint and significant incident management.

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4.0 Data and Technology Requirements

Maximum Page Limitation is 10 double-sided pages = 20 pages

4.1 NEMT Web Site and Communication

a. The Broker shall create and implement HIPAA compliant communication systems including a Department approved website specifically used to serve NEMT providers and clients and to facilitate communication and issue resolution between the Department and the Broker. The website(s) shall be structured for easy navigation and user-friendliness. If the Broker embeds the website(s) within a more complex corporate website, the Broker shall ensure that the Connecticut NEMT Services link is clearly accessible from the corporate main site. The Broker shall ensure that the website provides, in a prominent place, an option for Spanish selection.

b. The website shall provide information concerning the NEMT program including, but not limited to:

   1) Policies and procedures applicable to the efficient functioning of the NEMT service. The website and written materials for clients shall be in an easily understood format. All written materials and correspondence with clients shall be culturally sensitive and written at no higher than a seventh grade reading level in both English and Spanish;

   2) Broker contact information;

   3) Bus routes, schedules, and a distance calculator (or a link to a distance calculator) to determine the distance between a client's residence and a bus stop;

   4) Medical certification forms and appointment scheduling;

   5) A link to the Department's primary websites and related websites and a link to the Broker's corporate website;

   6) The Broker shall ensure that the website is compliant with § 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d) so that persons with visual impairments and other disabilities can access the content on the website. Note: the federal government has provided compliance information online at http://www.section508.gov/

c. The Broker shall provide Web-enabled transactional capabilities. Such capabilities shall include but may not be limited to the communication of:

   1) Provider/client inquiries;

   2) Complaints;

   3) Transportation Provider contract and enrollment and credentialing information; and

   4) Interactive Issues Log for use by the Broker and the Department only. The secure issues log shall provide the mechanism to list and track issues for resolution in the day-to-day management of the program.

d. The Broker shall, in consultation with the Department, determine what program content is to be published on the website;

e. The Broker shall submit and propose to the Department, for its review and approval prior to distribution, all informational and educational materials directed at clients;

f. All electronic communication involving protected client information must conform to HIPAA privacy standards and must be transmitted and stored in a HIPAA compliant fashion; and

g. The Broker shall abide by ***Exhibit Ten**: Guidelines Web Based Application*, EWTA DoIT Technology Standards.

To submit a responsive proposal THE PROPOSER SHALL propose a website and communication system to address the requirements listed above. The proposal shall include an implementation schedule for all web-based applications and components to be completed within three (3) months from the date of the resultant contract execution.

4.2 Systems Design and Architecture

The Broker shall:

1) Establish and maintain a HIPAA compliant computer system to accommodate all operational, reporting, and storage functions required in the resultant contract;
2) Maintain and store all operational data in an information system that is compliant with Open Database Connectivity Standards (ODBC) and that will allow for easy data retrieval to meet the program reporting specifications described in this resultant contract and can execute ANSI SQL;
3) Provide the Department with a mutually agreeable electronic or WEB-based file format of the MIS data dictionary of all data elements in all databases maintained in association with the resultant contract;
4) Maintain eligibility data to account for historical eligibility data for one year;
5) Maintain information integrity through controls at appropriate locations within the Broker's system, process flow and ensure quality control of all electronic transmissions;
6) Supply all computer hardware (and software as appropriate) necessary to provide eligibility access to Broker staff. Broker purchased computer hardware and software must meet Department approval as the Department will own the hardware and software;
7) Perform all file and system maintenance functions to the Broker's proprietary system; and
8) Maintain data processing expertise, data processing equipment, programmers and operators as needed and other related technical support to ensure the continued operation of the Broker functions.
9) Maintain and store all data related to the authorization and provision of NEMT services for a period and in a format that meets federal and state requirements (currently ten years). Such information shall be in a retrievable format. Such data shall not include "eligibility" data that the Department provides to the Broker.
10) Implement an approved Disaster Recovery and Business Continuity plan that will, at a minimum, prevent the loss of historical data and ensure continuous operations, meaning no break in client and provider telecommunications and authorization services of more than thirty (30) minutes in the event of a system failure and no more than five (5) business days for all other administrative functions. The plan shall include a backup schedule and the Broker's plan for responding to phone calls seamlessly in the event of local power failures, phone system failures or other emergencies. During the period that the disaster recovery plan

is in effect, the Broker shall be responsible for all costs and expenses related to provision of the alternate services under its normal Administration fee. The Broker shall notify the Contract Manager and Administrator prior to the initiation of alternate services as to the extent of the disaster and/or emergency and the expected duration of the alternate services within twenty-four (24) hours of onset of the problem. The Department shall review and approve the Disaster Recovery Plan or provide the Broker with comments and changes. Throughout the term of the resultant contract the Broker is required to advise the Department, in writing of any anticipated changes to those sections of the Broker's Disaster Recovery Plan that have been approved by the Department. The Broker shall maintain and execute the Disaster Recovery and Business Continuity plan to ensure compliance with the Department's IT requirements even if a disaster interrupts normal business and IT operations. The Disaster Recovery or IT Business Continuity plan shall include:

a) Daily Backups. Traditional daily system backups shall be done on all servers to ensure that the content of all host and local area network systems can be recovered in the event of a disaster. Software and production data files are copied to digital tape or other suitable media. A verification and audit program shall be used to confirm that the system backup tapes are complete and accurate and can be properly restored. Copies of the tapes shall be created and stored in a secure off-site location to be used to reload the production systems. System backup tapes shall be rotated regularly to ensure physical integrity of the tapes and to minimize tape parity error problems.

b) Backup Power

c) Recovery. The Broker shall be able to have the Broker's IT system back online within 15 to 30 minutes and operating in a secure environment.

d) Testing. Testing of the disaster recovery process, at a minimum, shall be provided for annually with preparation and delivery of a report to the Department within one month of the test.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe and profile the information system the Proposer proposes to use to perform the information management functions required by this RFP;
2. Propose file structure and layout and transmission methods between the Department's Fiscal Intermediary and the Proposer;
3. Fully describe its system to authorize claims payment utilizing HIPAA compliant (CPT and HCPCS) codes. If the Proposer utilizes a software system that utilizes another coding system for managing services, the Broker shall fully describe how it will map and convert such codes into HIPAA compliant codes for claims payment and other data purposes;
4. Propose a detailed plan to ensure information security and integrity;
5. Propose a detailed methodology to audit system security and describe other measures to prevent identity theft;
6. Propose a comprehensive disaster recovery and business continuity plan on an agreed upon schedule following the execution of the resultant contract that will comply with all existing state and Federal disaster recovery protocols, and will at a minimum, ensure continuous operations, including no loss of:

a. Service of more than eight hours in the event of a system failure;
b. Service of more than one week in the case of a major natural disaster or act of war; and
c. Historical data;

7. Describe its method to update client eligibility data within appropriate date parameters;
8. Describe its method to identify and track clients by eligibility group and coverage category;
9. Describe its method to identify and track:
   a. Clients who are "otherwise not eligible";
   b. Clients who lose and or regain eligibility; and
   c. Clients who receive a retroactive Medicaid grant;
10. Describe its method to store and maintain data related to the authorization and provision of NEMT services for a period and in a format that meets Federal and State requirements (currently ten years).

Note: Proposer finalists may be required to demonstrate their method to identify and track clients by eligibility group and category including clients who are "otherwise not eligible." The demonstration may include particular attention to the Proposer's capacity to accept data downloads from the Department (daily and monthly) without over writing valid data.

4.3 Information System Functionality

The success of the Department's health service system for Medicaid clients depends on a responsive NEMT service system, which in turn depends on an integrated data system. The Broker will perform a pivotal role by scheduling transportation services with Transportation Providers based on appropriate confirmation of eligibility and other factors. The Broker may be required to produce data extracts and reports of its activity for the Department.

a. The Broker shall:
   1) Maintain a Medicaid Eligibility platform capable of receiving eligibility files from the Department;
   2) Maintain an NEMT reservation platform capable of conducting NEMT reservation/confirmation, prior authorization and verification transactions for all clients and modes of transportation;
   3) Maintain a system capable of submitting ambulance authorization data to HP in a format specified by the Department;
   4) Maintain a "Claims Management" platform capable of submitting livery claims on behalf of the Transportation Provider to the Department's Fiscal Intermediary;
   5) Maintain a Complaint Management platform capable of receiving and tracking complaints;
   6) Maintain an Incident Management Platform capable of receiving and managing incidents;

7) Maintain a Vehicle Management platform capable of monitoring Transportation Providers' vehicle status including mileage, condition and inspections on a routine basis (including identification data for the vehicles detailing owner, plate number, and Vehicle Identification Number; and

8) Archive client data for a minimum of ten years from the date of its creation or for the duration of any audit requiring the preservation of such data or as otherwise required by federal or state regulations.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its system, software, data storage and retrieval capacity to perform the functions described above;
2. Propose a robust analytical system that permits Department staff to examine and query NEMT data to evaluate emerging and existing issues; and
3. Propose its method for internet-based sharing NEMT information and data in a secure format between the Broker and the Department.

4.4 Security and Confidentiality

The Department is required by state and federal law to protect the privacy of applicant and client information. The Department is a "covered entity," as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and subsequent addenda, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, E and D. Accordingly, the Broker is considered a business associate as defined in HIPAA and shall be required to comply with these and all other state and federal laws concerning privacy and security of all client information provided to the Broker by the Department or acquired by the Broker in performance of the resultant contract. This includes all client information whether maintained or transmitted orally, in writing, by recording, by magnetic tape, or electronically. Compliance with privacy laws includes compliance with the HIPAA Privacy Rule and also compliance with other federal and state confidentiality statutes and regulations that apply to the Department. The Department also requires the Broker to continually update and improve its privacy and security measures as client data becomes more vulnerable to external technological developments.

The Department requires the Broker to comply with HIPAA requirements when it requires the Broker to share certain information with the Department's contracted Administrative Services Organization or other agent of the Department.

a. The Department shall:

1) Designate specific staff to access and request client information from the Broker;

2) Review and approve privacy and security policies and procedures developed by the Broker; and

3) Review breaches in privacy and security that have been reported to them by the Broker.

b. The Broker shall:

1) Comply with Connecticut General Statutes §53a-250 through 53a-261 regarding computer-related offenses;

2) Comply with all applicable federal and State of Connecticut laws and regulations, as both an agent and a business associate of the Department, regarding confidentiality and safeguarding information including HIPAA privacy and security regulations that apply to business associates of the Department, including, but not limited to, returning or destroying all client information created or received by the Broker on behalf of the Department, as directed by the Department;

3) Comply with all security and use requirements established by the Department for parties using EMS, AEVS, and any other Department data system (Connecticut General Statutes §53a-250 through §53a-261 "Computer Related Offenses;" §§31-254 "Unemployment Compensation;" and §1015.20 and §1020.10 of the Connecticut DSS Uniform Policy Manual);

4) Propose for review and approval by the Department within 90 days from the execution of a resultant contract, security policies and procedures that comply with state and federal law concerning the use, disclosure, and security of client data, including procedures to:

   a) Prevent the improper use or disclosure of any information about a client that is obtained from any source or in any manner except in connection with the legitimate performance of tasks within this resultant contract;

   b) Limit access to client information held in its possession to those individuals who need client information for the performance of their job functions and ensure that those individuals have access to only that information that is the minimum necessary for performance of their job functions;

   c) Ensure the physical safety of data under its control by using devices and methods including, but not limited to: alarm systems, locked files, guards or other devices reasonably expected to prevent loss or unauthorized removal of data;

   d) Prevent unauthorized use of passwords, access logs, badges or other methods designed to prevent loss of or unauthorized access to electronically or mechanically held data. Methods used shall include, but not be limited to, restricting system and/or terminal access at various levels; assigning personal IDs and passwords that are tied to pre-assigned access rights to enter the system; restricting access to input and output documents, including "view-only" access and other restrictions designed to protect data;

   e) Monitor privacy and security practices to determine whether breaches have occurred;

   f) Sanction anyone within the Broker's control, including Transportation Providers, who violates the privacy and security policies;

   g) Implement corrective actions and establish mechanisms to avoid the recurrence of a breach; and

   h) Recover data that has been released without authorization.

5) Train all of its employees, directors, and officers concerning state and federal privacy and security laws governing confidentiality as more fully described in § 3.3 Staff and Transportation Provider Training and Procedures;

6) Cooperate with the Department in taking all steps deemed advisable by the Department to minimize misuse, regain possession, and/or otherwise protect the State of Connecticut's rights and the data subject's privacy;

7) Allow access to any personal data held in its possession solely to those employees of the Department who require such information in the performance of their occupational responsibilities;

8) Agree to implement any improvements or modifications resulting from periodic physical security reviews;

9) Require each employee or any other person to whom the Broker grants access to client information under this resultant contract to sign a statement indicating that he or she is informed of, understands, and will abide by state and federal statutes and regulations concerning confidentiality, privacy and security;

10) Notify the Department the same day, and in writing by the next business day, that anyone in the Broker’s control has:

    a) Improperly disclosed client information or improperly used, copied or removed client data;

    b) Misused or used without proper authorization, an operator password or authorization number, whether or not such use has resulted in fraud or abuse; or

    c) Received any subpoena for client data or any material related to the resultant contract in the Broker's possession.

11) Notify the Department, in writing, and consult with the Department by the next business day, when:

    a) A subpoena has been served on the Broker; or

    b) A request made pursuant to the state Freedom of Information Act (Conn. Gen. Stat. 1-200, *et seq*.) received by the Broker concerning material held by the Broker related to the resultant contract. As an agent of the Department, the successful Proposer may not respond to Freedom of Information Act requests without prior approval from the Department.

12) Designate a key person who will be responsible for implementation and monitoring of compliance with privacy and security policies and procedures;

13) Retain records in accordance with the most current version of the State of Connecticut record retention schedule supplied to the Broker by the Department;

14) Securely transport paper records, documents and electronic files to the Department or to another facility that the Department identifies for the actual destruction of paper records and documents; and

15) Comply with 45 CFR Parts 160 and 164 regarding Breach Notification and Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals.

To submit a responsive proposal THE PROPOSER SHALL:

1. Describe its procedures to ensure employee compliance with confidentiality requirements as stated above.
2. Describe its compliance with breach notification requirements above and those found in federal law.

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5.0 WORK PLAN

Maximum Page Limitation is 5 double-sided pages = 10 pages

Implementation Plan - **To submit a responsive proposal THE PROPOSER SHALL:** submit a Program Timetable that clearly outlines the task timetable for the implementation process from beginning to end. The timetable must display key dates and events relating to the establishment of the NEMT Program and implementing the protocols. The timetable must display the position and title of the responsible party for the events and include the percentage of time allocated for all staff throughout the NEMT Program.

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6.0 SUBCONTRACTOR (IF APPLICABLE)

Maximum Page Limitation is 1 doubled-sided page = 2 pages

Proposers that propose the use of a subcontractor(s) for any entity that the Proposer intends to establish a contract with to perform any of the NEMT functions, except for Call Center/customer service representative services, after hours and backup Call Center operations, and claims authorizing services for Call Center or Claims Management, must provide the same information about the proposed subcontractor(s) throughout the RFP. **For purposes of this requirement, "subcontractor" does not apply to the Transportation Providers.**

To submit a responsive proposal THE PROPOSER SHALL provide, for each of its proposed subcontractors:

1. Legal Name of Agency, Address, FEIN . . . . . .
2. Contact Person, Title, Phone, Fax, E-mail .
3. Services To Be Provided Under Subcontract . . . . . .
4. Contractor Management Names and Titles . .

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D. COST PROPOSAL COMPONENTS

Maximum Page Limitation is 5 double-sided pages = 10 pages
excluding budget templates, audited financial statements or equivalent information

1.0 Business Cost Section

No cost information or other financial information may be included in any other portion of the submission. Any submission that fails to adhere to this requirement may be disqualified as non-responsive. Each submission must include cost information and other financial information in the following order:

1.1 Cost Submission Requirements-To submit a responsive proposal THE PROPOSER SHALL:

a. Provide an original **NEMT RFP COST Binder** (clearly marked) and five (5) copies submitted in a separate, sealed envelope or box and properly marked **NEMT RFP COST Binder 2 of 2**;

b. Provide Audited Financial Statements for each of the last two fiscal years. Such statements shall provide an analysis and evaluation of future financial condition and stability of the Proposer;

c. In the event that the Proposer cannot provide audited financial statements, they must detail why they are unable to do so and offer equivalent information instead. The equivalent information must be accompanied by a detailed justification as to why it is equivalent. If the Department's Certified Public Accountants disagree that the material is equivalent, the Department may disqualify the Proposer;

d. Provide a Business Cost Narrative adhering to the guidelines below**:**

1) Provide a written explanation of the expected resultant contract costs including a rationale for each line item included in the budget, including anticipated increases over the years of the contract. Also, the Proposer shall explain its staffing and productivity projections based on call volume and trip activity per client type based on the data in ***REVISED Exhibit Eight***: *Trip Data*

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The narrative must fully explain cost elements listed in the template and fully explain the proposed staffing levels for each of the tasks identified in 2) below and must include Full Time Equivalents (FTEs) by staff type as listed in the template. It also shall include any corporate allocation charged to the resultant contract. The explanations must correspond to the budget template ***Exhibit Six:*** *BUDGET TEMPLATE* (provided as a link in Word)

2) The Proposer must provide productivity assumptions for Call Center (in-bound and out-bound), prior authorization (authorization), operations, and claims management staff. These assumptions must support the proposed number of staff by administrative function to manage the volume of activity related to these functions.

a) The productivity and budget assumptions shall be based on a total population mix of eligible clients based on the projections shown in ***REVISED Exhibit Six:*** *Budget Instructions* The Department's growth trends are detailed in ***REVISED Exhibit Six:*** *Budget Instructions* All Proposers must utilize the membership projections provided, as shown in the upper and lower corridor bounds as displayed in ***REVISED Exhibit Six:*** *Budget Instructions*

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Deleted: ***Exhibit Six:*** *Budget Instructions*

Deleted: ***Exhibit Six:*** *Budget Instructions*

e. Line Item Budget - **To submit a responsive proposal THE PROPOSER SHALL:** Complete the line item Budget Template for each year of operations for the proposed NEMT Program using ***Exhibit Six:*** *BUDGET TEMPLATE*. Responsive proposers shall provide the costs for the administrative services required in this RFP and corresponding budget responsive to each of the aforementioned scope requirements. Administrative cost refers to non-transportation costs.

f. To submit a responsive proposal **THE PROPOSER SHALL:** Identify any additional costs associated with the services specified in this RFP that are not included in the costs quoted above in a detailed narrative. This detailed narrative must correspond to the section in the budget template identified as "Additional Costs."

g. Proposer, for years two (2) through five (5) of the contract, must specify the maximum percentage increase in administrative cost, excluding changes in enrollment, and on what assumptions any cost increase is based including an identification of the projected increases due to Cost of Living Adjustment (COLA), technology upgrades or replacements, and rent increases.

h. Other cost factors:
The final contract will be fixed cost for the administrative services component based on the proposed budget and corporate allocation will be fixed as well but not permitted to be taken on postage or printing costs. Profit will be calculated as a percent taken on the total administrative services component of the contract cost, exclusive of corporate allocation, postage, and printing costs, and shall be at a maximum of 7.5%, as earned annually and discussed in detail in the Performance Targets section of the RFP.

1.2 Department and Proposer Payment and Invoicing Responsibilities:

a. The Department shall pay the Broker its administrative costs based on a monthly invoice submitted by the Broker, reconciled annually against actual costs based on audited financials.

1) The Department will pay the Broker on a monthly basis beginning with the first payment in the month following the first month of the implementation period. The amount of that payment will be based on the invoice and will not include any profit; and

2) Thereafter the Department will pay the Broker in similar fashion reconciling any overpayments or underpayments month to month.

b. In the circumstances in which the Broker pays expenses out-of-pocket, the Department will reimburse the Broker on a monthly basis for authorized and legitimate transportation

purchases made by the Broker including, but not limited to, public transportation ticket purchases, personal reimbursement, out-of state transportation costs and other expenses approved by the Department in writing, in advance. The Broker shall invoice the Department in a format as required by the Department subject to the data requirements. The Department's reimbursement of the Broker's expense for modes of transportation other than in-state livery and non-emergency ambulance services will be based on clean claim encounter data provided by the Broker;

c. The Department will recover from the Broker any payments made for trips provided to individuals who are not entitled to the NEMT benefit or for whom the Department has not authorized as described in this RFP;

d. The Broker will be fully liable for the full cost of services resulting from a prohibited referral or subcontract or for the services provided to individuals who are not entitled to the NEMT benefit or for whom the Department has not authorized as described in this RFP. The Department will not reimburse the Broker for the costs of prohibited trips and will recover payments made to the Broker for any prohibited trips provided; and

e. The Department will pay Transportation Providers, through HP, for ambulance, (air ambulance when requested and approved by the Department) and in-state livery costs including sedan and wheelchair van.

IV. PROPOSAL OUTLINE

This section presents the **required** outline that must be followed when submitting a proposal in response to this RFP. Proposals must include a Table of Contents that exactly conforms to the required proposal outline below. Proposals must include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.

Page

A. Cover Sheet . . . . . .

B. Table of Contents . . . . . .

C. Declaration of Confidential Information . . . . . .

D. Conflict of Interest - Disclosure Statement and Corporate Experience Signed Release . . . . . .

E. Executive Summary . . . . . .

F. Main Proposal . . . . . .

1. Organizational Profile Requirements . . . . . .

1.0 Organizational Profile Requirements

1.1 Governance - Disclosure

1.2 Ownership - Disclosure

1.3 Corporate Experience

1.4 Proposer References - Organization . . . . . .

2. Service Requirements . . . . . .
Informational Subsections are noted with No Requirements (NR) and are not to be included in the Proposal. . . .

2.0 Service Requirements

2.1 Contract Administration and Organization . . . .

2.2 Client Services - NR

2.3 NEMT Eligibility Categories - NR

2.4 Broker Responsibilities- Client Services

2.5 Transportation Request Approval Process (Core Competencies)

2.6 Client Outreach - NEMT Information and Coordination

2.7 Client Accommodations, Rights and Cultural Sensitivities

2.8 Call Center

2.9 Telephone Call Management - Client Services

2.10 Telephone Performance - NR

2.11 Operations - Network Management - NR

2.12 Bus Tickets and Passes - Response is required

2.13 Train and Commercial Air Tickets - NR

2.14 Livery and Ambulance Network Requirements

2.15 Subcontracts/ Agreements: Transportation Providers and Support Services Requirements

2.16 NEMT Provider Enrollment in HP - NR

2.17 Licensure Requirements

2.18 Ride Assignment and Dispatching

2.19 Coordination of Services: Provision with Volunteer or Service Providers with Transportation Resources

2.20 Safety and Risk Management

2.21 NEMT Trip Payment Authorization - Processing and Payment of Claims

2.22 Continuous Improvement - **Response is required**

2.23 Data Analysis and Reporting Requirements

2.24 Encounter Data - NR

2.25 Transportation Provider and Healthcare Provider Relations -NR

2.26 Client Satisfaction and Assurance

2.27 Complaint Resolution and Grievance Procedures

2.28 Significant Incident Management

2.29 Appeals - Internal Review - Response is required

2.30 Notice of Action

2.31 Third Party Liability - NR

2.32 Fraud and Abuse Prevention

2.33 Performance Oversight - NR

2.34 Transition and Implementation Requirements - NR

2.35 Readiness Review - NR

2.36 Termination Provisions - NR

3. Organizational Staffing Plan . . . . . .

3.0 Staffing Requirements

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3.1 Key Personnel, Positions and Staff Resources

3.2 Management Plan - Contract Administration - NR

3.3 Staff and Transportation Provider Training and Procedures

4. Data and Technology

4.0 Data and Technology Requirements

4.1 NEMT Website and Communication

4.2 Systems Design and Architecture

4.3 Information System Functionality

4.4 Security and Confidentiality

5. Work Plan

6. Subcontractor (if applicable)

G. Cost Proposal Components

1.0 Business Cost Section

1.1 Cost Submission Requirements

1.2 Department and Proposer Payment and Invoicing Responsibilities - NR

1.3 Miscellaneous - NR

H. Appendices

1. Job Descriptions
2. Résumés of Key Personnel
3. Letters of Commitment
4. Sample Agreement

I. Forms

1. Department

a. Certification Regarding Lobbying (DSS)
b. Addendum Acknowledgement (DSS).

2. Other

a. Notification To Proposers, Parts I – V (CHRO)
b. Consulting Agreement Affidavit (OPM Ethics Form 5)

Deleted: b. Acknowledgment of Contract Compliance / Notification to Proposers (CHRO)¶
c

V. ATTACHMENTS

The Following Exhibits are attached and must be utilized by the Proposer to submit a responsive proposal:

Exhibit One**: **NEMT Coverage Groups

***Exhibit Two**: NEMT Provider Enrollment Data Requirements*

Exhibit Three**: **Performance Targets

***Exhibit Four**: Performance Standards and Sanctions*

***Exhibit Five:** Readiness Review Topic*

***Exhibit Six**: BUDGET TEMPLATE and **REVISED Exhibit Six**: Budget Instructions*

***Exhibit Seven**: NEMT Reports*

***REVISED Exhibit Eight**: Trip Data*

***Exhibit Nine**: 42 CFR 440.170*

***Exhibit Ten**: Guidelines Web Based Application*

Deleted: *Readiness Review Topics*

Deleted: *Budget Instructions*

Deleted: ***Exhibit Eight:*** *Call Center & Trip Data (Additional data will be forthcoming in Addendum 1.)*