

PROCUREMENT NOTICE



STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES

Division of Health Services

Non-Emergency Medical Transportation Request for Proposals

November 1, 2016

(NEMT RFP_11.01.16)

The State of Connecticut (CT) Department of Social Services, (Department/DSS) which is the State's single state Medicaid Agency, is requesting proposals from eligible organizations, (private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities with a minimum of five (5) years managing a healthcare, NEMT or similar program. It may have demonstrated leadership experience; extensive large project management skills; strong knowledge of health care, transportation or Medicaid.

This Request for Proposals represents an exceptional opportunity for an organization to **become a partner to the Department, working together to improve access to medically necessary services through the provision of Non-Emergency Medical Transportation services to individuals eligible for Medicaid.**

The resultant contract period is anticipated to begin April 1, 2017, with the first three (3) months as start-up months being dedicated entirely to the successful transition, if applicable, and implementation of the NEMT Program. The fully operational program shall begin July 1, 2017.

The resultant contract is expected to be a three (3) year contract, July 1, 2017 - June 30, 2020; with the potential for two (2), one-year extensions.

The Department of Social Services will fund **one (1) organization** to administer the NEMT Program to Medicaid Members statewide.

Potential Proposers are asked, but are not required to submit a non-binding Letter of Intent (LOI) to the Department no later than 2:00 PM Local Time on December 13, 2016. The LOI shall be submitted to the Department's Official Contact indicated below. Proposal submissions must be received at the Department no later than 2:00 PM Local Time on January 10, 2017. 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.

The Department will utilize a bifurcated release and evaluation process for this procurement. This initial release addresses the programmatic aspects of the Respondent's proposal, including the Administrative, Technical, and Management Experience sections, as Phase 1. An amended release will contain the request for the Financial Proposal, as Phase 2. The Department anticipates that it will release the Financial Proposal amendment within two (2) weeks of this initial release. Please refer to the detailed schedule on page 19 of this RFP. Respondents will be required to meet minimum qualifications and scoring on the programmatic components as a condition precedent to the Department evaluating the Respondent's Financial Proposal.

Phase 1 proposals must be in sealed envelopes or sealed boxes clearly identified as:

Non-Emergency Medical Transportation
Request for Proposals 110116
(NEMT RFP_110116)

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

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SECTION A. SUMMARY OF PROGRAM

1. Purpose of Request for Proposal (RFP)

It is the intent of the State of Connecticut (CT); Department of Social Services (the Department/DSS) in accordance with all requirements stated herein or attached hereto, to solicit proposals for a Transportation Coordinator, whose primary site of operations will be in CT, where it will administer the daily functions of the Department's Non-Emergency Medical Transportation (NEMT) services for the Medicaid Program.

The CT Medicaid program pays for NEMT services for eligible Medicaid members to travel to medically necessary services which are covered under the Medicaid program. The CT Department of Social Services oversees the NEMT program, including the overall program design. Federal requirements regarding NEMT services are described in 42 CFR S 440.170(a) (4).

As the single state agency in CT designated to administer the Medicaid program, the Department is looking for Respondents to be a partner with DSS in implementing an innovative approach, including, but not limited to, a technology platform and model, that will augment the Department's efforts to support members' access to NEMT and Medicaid-covered health services, ensure high quality for members and providers, achieve efficiencies, and appropriately administer utilization. The Department is interested in improving our ability to be able to collect, analyze and report out on data patterns in our service delivery as well as to derive new insights from healthcare logistics.

The Department is particularly interested in how each Respondent plans to use various technologies to:

- deliver the appropriate level of service to the member population that includes routine to complex transportation needs;
- effectively address the needs of other health providers in supporting members in utilizing NEMT;
- streamline and simplify the program;
- improve reliability, responsiveness, and accountability;
- maximize efficiencies; and
- track and analyze data to continuously improve services.

Additionally, The Department is interested in each Respondent's expertise around the promotion of public transportation and CT's public transit system. Examples of this include, but are not limited to:

- what types of outreach, travel training and feeder routes would be proposed to be used to increase the utilization of public transit; and
- what milestones would the Respondent set for implementation to best showcase their company's ability to serve our members in accordance with the Department's goals?

This RFP is being issued by the Department as the single state agency designated to administer the Medicaid program in compliance with the state and federal laws and regulations. The purpose of this RFP is to solicit proposals for a single entity to serve as the CT Medicaid

NEMT Transportation Coordinator to arrange for transportation services for eligible CT Medicaid members under a capitated contract with 'risk corridors' to be negotiated. Services are to be provided throughout the State for all eligible Medicaid members and include but are not limited to: fixed route including bus and train, personal mileage reimbursement, companion program mileage, taxi/livery, wheelchair accessible taxi/livery, invalid coach, ground and air ambulance, commercial air, group or shared rides, and volunteers. Proposals are encouraged to include alternative methods of increasing member access to Medicaid services apart from providing transportation.

The program must allow for consumer choice of contracted transportation provider qualified to provide transportation at the appropriate level of service as long as the Member's choice of transportation provider is available, services the geographic area and the Transportation Coordinator determines it is the most optimal or appropriate transport mode for the member. The program shall emphasize that quality services are to be delivered to Medicaid members. The coordinator must also be aware of and implement processes to prevent and identify fraud and abuse within the program.

This procurement is a prime opportunity for progressive transportation companies to put forth the best they have to offer.

2. Background

The Department of Social Services is committed to contracting with a Transportation Coordinator entity that shares our values and goals for Medicaid reimbursed services, including NEMT services.

DSS and its state agency partners (DCF, DDS, DMHAS) are motivated and guided by the Centers for Medicare and Medicaid Services (CMS) "Triple Aim":

- improving the patient experience of care (including quality and satisfaction)
- improving the health of populations
- reducing the per capita cost of health care

Correspondingly, the HUSKY Health reform agenda includes the following key objectives:

- **A simplified administrative structure that effectively supports and empowers both members and providers**

For medical, behavioral health, and dental services, DSS has demonstrated the success of a single, statewide Administrative Services Organization (ASO) arrangement under which entities enter into performance based contracts to improve outcomes and care experience. DSS also implemented new care delivery tools that benefit both Medicaid members and providers (e.g. Intensive Care Management; Person Centered Medical Homes). Further, DSS is rolling out a new Eligibility Management System (ImpaCT), which is designed to facilitate eligibility determinations and redeterminations for Medicaid members.

DSS invests considerable effort into improving all aspects of provider participation in Medicaid, from a simplified, electronic enrollment process, to ASO supports with utilization management, to payment of 100% of clean claims on a biweekly claims schedule.

- A nationally unique dataset that supports the Department in illuminating needs, identifying gaps in service, influencing policy direction, ensuring accountability and supporting cost savings.

HUSKY Health's structure as a self-insured, managed fee-for-service model has enabled creation of a fully integrated Medicaid claims data set. This data set is used to identify, inform providers about, and better serve high need members.

- **A firm emphasis on preventative care**

HUSKY Health covers a broad range of preventative medical, behavioral health, and dental benefits, for adults and for children. Furthermore, HUSKY Health developed important care delivery reforms that are designed to enable use of these services. Two (2) key examples are Person Centered Medical Homes and behavioral health homes.

- **Integration of health (medical, behavioral, dental) and social services**

HUSKY Health is also furthering efforts to integrate Medicaid-covered services to meaningfully support members in their goals toward wellness. Behavioral health homes build on the mental health expertise of Local Mental Health Authorities to incorporate both on-site APRN support and also connections with social services supports. The Department's PCMH+ shared savings initiative, which will launch in 2017, builds on the current PCMH practice transformation approach to incorporate additional care coordination elements, including behavioral health integration.

- **Building a long-term services and supports (LTSS) system that enables true choice and integration**

Working under a Governor-led Strategic Plan to Rebalance LTSS, HUSKY Health is enabling people to remain in the community with waiver services, supporting nursing home residents in transitioning back to independent living under Money Follows the Person (MFP), and providing members with new opportunities to self-direct their Medicaid services and supports.

Every aspect of the agenda above relies upon person-centered, medically necessary, timely and high quality access to medical services provided by a reliable, flexible, and innovative NEMT service. If Medicaid members can't effectively schedule and access Medicaid medical, behavioral health and dental services, the Department's successes in person-centered health care delivery will not be able to expand to serve our entire Medicaid eligible population. Those without their own means of reliable transportation will be impeded in addressing illness, in managing chronic health conditions, in living independently in the community and in achieving health goals.

It is also essential that DSS not simply rely on past practice or structure to fulfill NEMT services in HUSKY Health. Through this procurement, DSS is seeking innovative means of fulfilling its aims for members and providers alike.

This procurement reflects a significant departure from DSS' chosen structure for NEMT services, shifting from a single, statewide broker using a statewide fixed fee schedule to a capitated payment approach. The reasons and rationale for this departure are detailed below:

- DSS' current structure rests on a single, statewide broker model that is similar to the ASO models that are used for medical, behavioral health and dental services. While the

ASO approach has worked very well for those services, it has not resulted in the expected and desired outcomes for NEMT. A principal constraint is that the statewide fixed fee schedule does not afford the NEMT ASO with any flexibility to use performance incentives, to fill gaps in under-served areas, or to effectively respond to high volume or other challenging points in time (e.g. hospital discharges in evening hours).

- Under DSS' chosen new structure for NEMT, DSS will pay the Transportation Coordinator a per member, per month (PMPM) payment. This payment mechanism will allow the Transportation Coordinator to take actions including, but not limited to:
 - negotiating rates with providers;
 - addressing underserved areas and volume or time of day demands through targeted rate incentives; and
 - exploring the use of performance-based provider incentives.

Respondents should take particular note that the transition from fee-for-service to a capitated payment model is solely based on enabling flexible means of addressing the above constraints. The Department remains absolutely committed to a care model that emphasizes adequate and timely access to necessary medical services. In this spirit, the new NEMT model must be implemented in a manner that ensures, rather than limits, effective access to and utilization of NEMT services.

In support of this, DSS expects Respondents to develop and submit proposals that meaningfully address each of the following priorities:

- a. **Member Experience:** The Department is fully committed to a person-centered approach for all Medicaid reimbursed services and policies. The NEMT Transportation Coordinator must ensure:
 - 1) effective and accessible education on what NEMT services Medicaid covers and how to access them;
 - 2) a straightforward and simple reservation process;
 - 3) a person-centered evaluation of transportation needs;
 - 4) timely pick-up and drop-off;
 - 5) effective means of communication regarding changes or delays;
 - 6) clean and accessible vehicles and respectful and courteous drivers; and
 - 7) effective means of registering, and achieving resolution of, complaints and appeals.
- b. **Member Outcomes.** Consistent and timely access to healthcare services is dependent on a robust, efficient and effective NEMT service system. The NEMT Transportation Coordinator must ensure, for each of the performance standards that are articulated in its contract with DSS, that:
 - 1) it develops, disseminates, regularly updates and trains staff on policies and procedures designed to enable those standards;
 - 2) it has formal mechanisms in place to monitor, measure, and on a continuous basis improve performance on those standards; and
 - 3) it has direct means of soliciting and acting upon feedback from members.
- c. **Cost Effectiveness:** DSS must ensure that NEMT services are both available and accessible, and that they are cost effective. However, cost effectiveness and efficiencies must never be achieved as result of limiting or reducing access to

members. The NEMT Transportation Coordination must detail its proposed strategies for achieving cost effectiveness.

- d. **Provider Experience:** Health care providers are the foundation of the Medicaid program and they rely on effective coordination of NEMT services to get their patients to appointments. The NEMT Transportation Coordinator must ensure that:
 - 1) it develops, disseminates, regularly updates, trains staff on and policies and procedures designed to enable health care providers to support members in scheduling and utilizing NEMT services;
 - 2) it has formal mechanisms in place to monitor, measure, and on a continuous basis improve performance in ensuring the same; and
 - 3) it has direct means of soliciting and acting upon feedback from health care providers.

- e. **Innovative NEMT Solutions & Technology.** The Department seeks to utilize the most current and innovative means of transportation booking, scheduling, monitoring, and reporting to fulfill its NEMT goals. Respondents are encouraged to include technology solutions or other approaches designed to do so.

Transportation plays an important role in ensuring that eligible Medicaid members are able to access services covered by Medicaid. The location of providers and their practice sites include, but are not limited to, practitioner offices, hospitals outpatient departments, independent clinics, dialysis facilities, ambulatory surgery centers, and Federally Qualified Health Centers, (FQHC). Transportation service is of particular importance to members with disabilities and those dealing with significant health issues, both chronic and acute, and who need critical services such as dialysis, rehabilitation, physical therapy, chemotherapy, or for children, attending behavioral health programs. Transportation is also provided for members who resided in nursing facilities and require transport to services.

Transportation to a pharmacy is not a covered service. Transportation to covered services shall be provided throughout the state of CT as well as to border providers (Rhode Island, New York and Massachusetts), and occasionally to providers in distant states.

The Department currently manages the delivery of Medicaid services to members primarily through four (4) Administrative Services Contracts under the State Plan. They include:

- Medical Services – Community Health Network of Connecticut, Inc.
- Behavioral Health Services – Beacon Health Options
- Dental Services– BeneCare Dental Plans
- Non-emergency Medical Transportation Services – LogistiCare Solutions, LLC

Transportation provided under the current non-risk NEMT contract became effective on February 1, 2013. The state fee schedule establishes a base rate for livery and wheelchair levels of service. Corresponding mileage rates, per mile, are established with rates varying according to level of service and mileage ranges. Enrolled providers bill the broker which, in turn, passes the claims to the Department's fiscal intermediary for processing and payment to the transportation providers.

Ground ambulance rates are also established in the Department's fee schedule. The broker performs prior authorization review of requests and submits a daily prior authorization file to the Department's fiscal intermediary for authorized trips. Ambulance providers bill the Department's fiscal intermediary directly for services delivered. Air ambulance is arranged

through a collaborative process involving the broker and the Department, with rates negotiated on a case by case basis. Air ambulance providers bill the Department's fiscal intermediary directly for authorized services delivered.

The broker directly pays public transportation costs with reimbursement to the broker by the Department. Mileage reimbursement is currently available for friends and family who provide transportation to a member. The rate is (19) nineteen cents per mile and is paid directly to the friend/family member with reimbursement to the broker by the Department.

In June 2016, the CT General Assembly passed Special Act No. 16-8, "*ACT CONCERNING NON-EMERGENCY MEDICAL TRANSPORTATION FOR MEDICAID RECIPIENTS*" into law. S.A. 16-8 requires the Department to issue an RFP "for transportation broker services for the coordination and administration of non-emergency medical transportation services for medical assistance recipients." Additionally, S.A. 16-8 requires that the following be included in the procurement and resulting contract:

- Wait times
- Levels of service
- Complaints management
- Notices of Action management
- Minimum performance standards for calls and related training
- Contract compliance monitoring
- Monetary sanctions
- Mandatory reporting

3. Program Scope

The Department seeks responses to this RFP from organizations qualified to coordinate non-emergency medical transportation services throughout the State of CT.

a. Primary Services to Be Provided

The Contractor will develop policies and procedures for authorizing, scheduling, managing, and making payment for all non-emergency medical transportation services. The actual transportation services under this RFP will be provided through subcontracts between the Contractor and transportation providers, or via public transportation. The Contractor will be responsible for payment of transportation services provided except for ground and air ambulance providers who will bill the Department through its fiscal intermediary.

b. Other Information

The Contractor will arrange for the following NEMT services throughout the State for eligible Medicaid members, including but not limited to:

- fixed route including bus and train,
- personal mileage reimbursement,
- companion program mileage,
- taxi/livery,
- wheelchair accessible taxi/livery,
- ground and air ambulance,
- commercial air,
- group or shared ride vehicles.

NOTE: Emergency Transportation Services are not provided through the Department's NEMT Transportation contract.

Respondents should review the Department's performance standards carefully. They are in Exhibit C, Statement of Work.

4. **Minimum Qualifications**

A Respondent must meet mandatory eligibility requirements in order to be eligible to submit a Proposal to this RFP. If a Respondent does not meet all eligibility requirements, the Department may consider their Proposal(s) nonresponsive and may withdraw it from consideration at any time.

a. Requirements for Governmental and Non-governmental Entities

(1) The (Contractor) Transportation Coordinator is a non-governmental entity and is not itself a provider of transportation nor does it refer to or subcontract with any entity with which it has a prohibited financial relationship as described at 42 CFR 440.170(a)(4)(ii).

OR

(2) The Contractor is a governmental entity and the individual service is provided by the broker, or is referred to or subcontracted with another government-owned or operated transportation provider generally available in the community, if the conditions as described at 42 CFR 440.170(a)(4)(ii)(B)(4) are met.

(3) The successful Respondent cannot be an organization involved in the assignment of a public transit's complementary paratransit services as required by the Americans with Disabilities Act (ADA) in the region the Respondent proposes to serve.

(4) The successful Respondent must be able to meet the requirements as described at 42 CFR Part 440.170 and as amended.

b. Customer Services Center

The contractor shall establish and maintain a call center staffed with customer service representatives (CSR) in the State of CT for taking reservations for NEMT services during the hours of 7:00 AM to 6:00 PM Local Time, Monday through Friday.

A secondary Call Center location outside of CT, but within the Continental United States, is permitted for use in taking necessary calls for NEMT services that are outside these regular business hours; taking calls from 6:00 pm to 7:00 am, weekends and holidays, and during unexpected times the local center is unavailable due to a power outage, hurricane, blizzard, etc. The secondary location shall be subject to the same performance requirements as the call center in the State of CT.

The successful Respondent must apply for a National Provider Identification (NPI) number and must complete registration with CT State's Medicaid Management Information System (MMIS).

SECTION B. GENERAL INFORMATION

1. INTRODUCTION

a. RFP Name or Number. Non-Emergency Medical Transportation Request for Proposals (NEMT RFP), NEMT_RFP_110116, Phase 1 and NEMT_Financial_111516, Phase 2.

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

0098: Medical Services
2000: Community and Social Services

2. DEFINITIONS/ACRONYMS. The following terms which appear in this RFP have the meaning that is defined below for the purposes of this RFP:

- ADA - The Americans with Disabilities Act of 1990.
- Administrative Costs – The Contractor’s costs of operations not including expenses or payment to Transportation Providers or Subcontractors for direct services. When the Contractor operates a pool of volunteer drivers, the costs associated with the Contractor’s volunteer management (e.g., volunteer recruitment, screening, training, etc.) are Administrative Costs; the costs associated with a volunteer’s mileage or reimbursement of other expenses are Direct Service Costs. When the Contractor has expenses such as mailing, delivery of bus passes, tickets, and/or gas cards, such costs are Administrative Costs.
- Administrative Cost Per Trip – The Contractor’s administrative costs divided by the number of trips billed by the Contractor.
- Administrative Hearing - Also called Fair Hearing. A proceeding during which a Medicaid member presents his or her claim to an impartial hearing officer at the Department of Social Services that the Department failed to take action within a required period of time or acted erroneously with regard to coverage of services. Claims relating to coverage of service include the Department's or Contractor's decision to reduce, suspend or terminate services or to authorize a level of care that the member believes is inappropriate.
- Administrative Services Organization (ASO) - an organization or organizations providing utilization management benefit information and intensive care management services within a centralized information system framework.
- Apparently Successful Respondent – A Respondent selected as having submitted a successful Proposal, based on the final determination of the Department management taking into consideration the Respondent's final Proposal score and which Proposal(s) best meet the needs of the Department. The Respondent is considered an "Apparently Successful Respondent until a contract is finalized and executed.
- Appointment - A meeting or engagement set for a specific time and place.
- Automated Eligibility Verification System (AEVS) - The sole comprehensive source of the Department of Social Services' client eligibility information. The following electronic methods can be used to verify client eligibility: Automated Voice Response System

(AVRS), HP's Provider Electronic Solutions (PES) software, and vendor software utilizing the ASC X12N 270/271: Health Care Eligibility/Benefit Inquiry and Information Response transaction.

- 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 Medicaid and the Children's Health Insurance Program (CHIP).
- CFR – The Code of Federal Regulations.
- Complaint - A written or oral communication to the Contractor from an individual expressing dissatisfaction with some aspect of the Contractor's services.
- Contract - The entire written agreement between the Department and the Contractor, including all Exhibits, documents, and materials incorporated by reference.
- Contractor – The individual or entity performing services pursuant to the Contract and includes the Contractor's owners, members, officers, directors, partners, employees and/or agents unless otherwise stated in the Contract.
- Contract Manager – The assigned manager of the Department's Transportation Program Manager, successor or designee, and the manager's designees.
- Coordinator – The Contractor for the term of this Contract. A transportation coordinator is a neutral third party that arranges transportation access to covered medical services for eligible Members by contracting with transportation service providers in accordance with the Department's contract requirements. Coordinators review requests for transportation to covered medical services, and pre-authorize the most cost-effective method which meets the Members' mobility status and personal capabilities. A Coordinator under this Contract are prohibited from directly providing transportation services.
- Covered Service – Those services covered in the Connecticut Medicaid State Plan including medical, behavioral health and dental services.
- Critical Incident - Critical Incident/Significant Event: Any action or inaction by an employee or agent of the Department, the Contractor or their subcontractors or vendors, provider or member that creates a significant risk of substantial or serious harm to the health, safety or well-being of a Medicaid Member, Provider, or employee.
- Department - The Department of Social Services (DSS) or its agents.
- Direct Service Costs – The expenses and payments made to Transportation Services Providers for services, including reimbursement to Members for travel expenses and reimbursement to the Contractor's pool of volunteer drivers.
- Eligible: Eligible means that the individual has been approved or is entitled to services under one of the Department's Medical Assistance programs.
- Eligibility Data – Member information supplied by the Department including Medicaid program coverage.
- Emergency or Emergency Medical Condition - "Emergency" means a medical condition, including labor and delivery, manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in placing the member's health in serious jeopardy, serious impairment to bodily function, or serious dysfunction of any bodily organ or part
- Escort – A person authorized by the transportation broker to be transported with a Member to a healthcare service. An escort may be authorized depending on the Member's age, mental state or capacity, safety requirements, mobility skills,

communication skills, or cultural issues.

- Family - with regard to a member, means any person who is part of the individual's immediate family including: a spouse, child (natural or legally adopted), a parent (natural or legally adopted) except for a parent whose parental rights have been terminated, grandparent, grandchild, sibling, niece/nephew, aunt/uncle, step relations, in-laws, a person to whom legal custody or guardianship has been given, or an adult, including a foster parent, who has a primary responsibility for providing continuous care to such child or youth.
- Fraud - Intentional deception or misrepresentation, or reckless disregard or willful blindness, by a person or entity with the knowledge that the deception, misrepresentation, disregard or blindness could result in some unauthorized benefit to himself or some other person, including any act that constitutes fraud under applicable federal or state law.
- Guardian - A person who is legally responsible for a Member and who may be required to be present when a Member is receiving healthcare services.
- Healthcare Provider - An institution, agency, or person who provides medical care, goods, and/or services to Members; and is enrolled in or is eligible to enroll in and receive payment from the CT Medicaid program.
- Hewlett Packard Enterprise Services (HPE) - The Department of Social Service's current fiscal intermediary contracted to operate a Medicaid Management Information System (MMIS) which adjudicates and processes claims, includes an eligibility verification system, and supports other related functions, and to provide related support services such as enrollment of providers, client and provider call centers, and other ancillary services.
- HIPAA – The Health Insurance Portability and Accountability Act.
- Homemaker-companion agency - has the same meaning as provided in section 20-670 of the Connecticut General Statutes.
- HUSKY A - Connecticut's implementation of health insurance under the federal Medicaid program (Title XIX) for children, parents or relative caretakers..
- HUSKY C - Connecticut's implementation of health insurance under the federal Medicaid program (Title XIX) for individuals who are aged , blind or disabled and certain other groups such as refugees.
- HUSKY D - Connecticut's implementation of health insurance under the federal Medicaid program (Title XIX) for low income adults age 19 to 64.
- HUSKY Limited Benefit Program - Connecticut's implementation of limited health insurance coverage under Medicaid for individuals with tuberculosis or for family planning purposes. Covered services are substantially less than the full Medicaid coverage.
- ImpaCT - ImpaCT is a modern system that will help us serve you better than ever before. The first phase of ImpaCT on was launched October 11, 2016, in our Middletown Field Office. We expect to complete implementation statewide in the spring of 2017. With ImpaCT:
 - DSS notices and letter will be easier to read and more helpful;
 - Optional email notifications will be available;
 - New tools will help DSS be even more efficient, accurate and timely;
 - Convenient online applications, renewals and change reporting will continue;

- Other benefits will come from a state-of-the-art, new-generation eligibility system – replacing an outdated, nearly 30-year-old system.
- Implementation/Start-up – The period of time prior to the contract start date that the Contractor will begin to provide operations and administration necessary for the Contractor to provide services.
- Implementation Review - An on-site review to determine whether the Contractor has achieved sufficient implementation progress to operate by such time as indicated in the Contractor's approved Implementation Plan.
- Incidents – Incident/Significant Event: Any action or inaction by an employee or agent of the Department, the Contractor or their subcontractors or vendors, provider or member that creates a significant risk of substantial or serious harm to the health, safety or well-being of a Medicaid Member, Provider, or employee.
- Key Personnel – Those individuals employed by the Contractor who occupy the management or supervisory positions as included in the Respondent's proposal such as: Program Manager, Financial Officer, Call Center Supervisor, Clinical Director/Medical Review Staff, Quality Assurance lead, ombudsperson/member advocate, Implementation Manager, Provider Relations, Senior Manager of Outreach, Education and Training, or other such staff.
- Limited English Proficient (LEP) – A limited ability or an inability to speak, read, or write English well enough to understand and communicate effectively in normal daily activities. The Member decides whether he/she is limited in his/her ability to speak, read, or write English.
- Local community - The location in or nearest to the Member's city or town of residence.
- Local healthcare provider/Local provider - The provider within the Member's local community who fulfills the requirements of the healthcare appointment. The provider may vary by medical specialty, acceptance of the Departments' Members, and whether third party participation is involved.
- Lowest Cost – The least costly type of trip.
- Medicaid –The Federal aid program operated under Title XIX under which medical care is provided.
- Medicaid Management Information System (MMIS) - The Department's automated claims processing and information retrieval system certified by CMS. It is organized into several function areas- Recipient (Member), Provider, Claims, Reference, Financial, Buy-In and Internet. Management and Administrative Reporting subsystem (MAR) and Surveillance and Utilization Review subsystem (SUR) are certified as part of the MMIS but are contained in the Data Warehouse.
- Medically Necessary or Medical Necessity - see CT General Statutes Sec. 17b-259b. "Medically necessary" and "medical necessity" defined based on an assessment of the individual and his or her medical.
- Member – An individual eligible for coverage under the Department's Medicaid program who seek medically necessary non-emergency transportation services and who is eligible to receive services under this Contract, and include those enrolled under HUSKY A, C, D and Limited Benefit groups.
- Member Information – Information identifiable to any person including, but not limited to, information that relates to a person's name, health, finances, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security

numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Exchanges of Member information are only allowed for the purpose of doing business outlined in this contract.

- Money Follows the Person - A Connecticut initiative designed to promote personal independence and achieve fiscal efficiencies. It is funded by CMS and the State of Connecticut as part of a national effort to "rebalance" long-term care systems, according to the individual needs of persons with disabilities of all ages.
- No-Show - The result of a Member or Contract service provider not keeping an appointment for transportation services and failing to cancel the appointment.
- Non-ambulance – A vehicle other than an ambulance. An ambulance is specifically designed, equipped, and used to transport the ill and injured, and to provide personnel, facilities, and equipment to treat patients before and during transportation.
- Noncompliance or Noncompliant - A Member who:
 - Fails to appear at the pick-up point of the trip at the scheduled pick-up time;
 - Misuses or abuses the Department -paid medical, transportation, or other services;
 - Fails to follow the rules, procedures, and/or policies of the department's transportation coordinator, the coordinator's subcontracted transportation providers, and healthcare service providers; poses a direct threat to the health and/or safety of self or others; or engages in violent, seriously disruptive, or illegal conduct.
- Non-emergency Medical Transportation Services (NEMT) Program – A transportation program established to cost-effectively provide non-emergency medical transportation services for individuals eligible for medical assistance under the Medicaid State Plan who need access to medical care or services, and have no other means of transportation.
- Non-responsive – The sole determination of the Department that a Proposal does not meet the requirements stated in this RFP and its Exhibits as amended by the Department. The Department considers nonresponsive Proposals for this RFP.
- Pickup point or Origin - The location authorized by the Department's transportation coordinator for the Member's trip to begin.
- Prior Authorization/Pre-authorization - Refers to the Contractor's process for approving covered services prior to the delivery of the service or initiation of the plan of care based on a determination by the Contractor as to whether the requested service is medically necessary.
- Program – Any distinct service unit of the Department usually designated as a division or institution that designs, schedules, administers or plans the services
- Program Manager – The assigned DEPARTMENT program manager, successor or designee, of the Transportation Program.
- Proposal - All material prepared and assembled by a Respondent, and which the Respondent submits in response to this RFP.
- Respondent - An individual or organization, public or private agency, or other entity submitting a Proposal in response to this RFP.
- RFP - Request for Proposals; i.e., this RFP document.
- RFP Coordinator - The person named in this RFP as the RFP Coordinator, or the RFP Coordinator's designee within The Department of Social Services, Procurement Office. The sole point of contact within the Department regarding this RFP for potential Respondents and other interested parties.
- Scheduled Trips - Those trips for which an individual calls/requests forty-eight (48) hours in advance of the trip.

- Script – The screening protocol to be consistently followed by the Coordinator to verify both the Medicaid eligibility of the Member for transportation services and that the Medical service the member is being transported to/from is a Medicaid covered service.
- Service Mode – The method of transportation the coordinator selects to use for the Department's Members.
- Service Need – A Member's need for a particular mode of transportation determined through assessment of that Member's mental and physical capabilities. The Member's access to appropriate transportation through other sources, than this Contract, must be considered when determining need for services.
- Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.
- Subcontract - Any separate agreement or contract between the Contractor and an individual, or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- Subcontractor - An individual, company, corporation, firm, or a combination thereof, or other entity with which the Contractor develops subcontracts.
- Submit - To deliver to, and have the Department RFP Coordinator receive, any of several documents described in this RFP in the manner specified in this RFP. Respondents are responsible to ensure that products are delivered according to the established timeline.
- Return Trip – The return of the Member to the Member's residence, or another authorized drop-off point, from the location where a covered healthcare service has occurred.
- Routine Scheduled Trips/Standing order – Those trips that are advance reservation trips taken at least once a week by the same rider(s) to and from the same origin and destination, at the same time of day.
- Transportation Provider – An individual or company under contract to the Coordinator, for the provision of trips.
- Travel Time - The time spent by a Member from that Member's pick-up to their final destination including stops, delays, etc.
- Trip – Transportation one-way from the pickup point to the drop off point by an authorized transportation provider.
- Unscheduled Trips – Same Day Individual Demand Response Trips – Those trips for which an individual requests a trip with less than forty-eight (48) hours or two (2) business days advance notice and/or outside of regular call intake hours. Unscheduled trips are limited to urgent care needs.
- Urgent Care – An unplanned appointment for a covered medical service with verification from an attending physician or facility that the Member must be seen that day or the following day. Urgent care is differentiated from emergency care by the severity of symptoms and the need for immediate medical attention.
- Utilization Management – is the evaluate of the medical necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities under the provisions of the Medicaid program.
- Volunteer - An individual not paid by time or salary who provides transportation for Members, usually with the volunteer's personally owned vehicle. Volunteers may be

reimbursed for transportation-related costs, typically mileage charge. The coordinator or a subcontracted volunteer agency recruits and trains volunteers.

- Wait Time - The duration of time from when a Member must be ready to be transported, to when the Member actually begins a trip.
- Will Call – Relates to the status of return trips which occur after a medical event. They are trips for which the time cannot be determined until the appointment has ended. Certain types of appointments tend to require Will Call trips due to inconsistent amount of time needed for successful completion.

SECTION 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. Respondents, prospective Respondents, 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. Respondents or prospective Respondents who violate this instruction may risk disqualification from further consideration.

Name: Marcia McDonough, Contract Administration and Procurement

Address: State of Connecticut Department of Social Services
55 Farmington Ave., Hartford, CT 06105-3730

Phone: 860-424-5214

E-Mail: marcia.mcdonough@ct.gov

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

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

It is strongly recommended that any Respondent or prospective Respondent 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 Offers. The offer of the right to negotiate a contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates offering the right to negotiate a contract to one (1) organization to deliver NEMT services Statewide.

Contract Term: The resultant contract will be for a three (3) year period, July 1, 2017 through June 30, 2020 with the option for two (2) one (1) year extensions at the discretion of the Department.

The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the assessment of the Respondent's annual financial statements.

The financial terms for the contract(s) are for only the first three (3) years, due to the potential cost volatility of the transportation business and other unforeseen factors that may impact the funding allocated. Any contractual relationship thereafter will be negotiated at a time and in a manner determined by the Department, relative to the satisfactory completion of performance measures. Financial terms may be modified by amendment.

Additional services that are appropriate to the scope of this RFP, as determined by the Department, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

4. Insurance. The successful Respondent must comply with the insurance requirements identified in the sample contract attached hereto as an exhibit.

5. Eligibility. Organizations eligible to respond to this RFP include organizations, (private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities.

Responsive proposals must clearly demonstrate the responding organization's ability and capacity to successfully provide the NEMT services to Medicaid Members.

Individuals who are not duly formed business entities are not eligible to respond to this procurement. If applicable, Respondents must provide proof of nonprofit status, such as a copy of the Internal Revenue Service (IRS) determination letter, stating 501(c)(3) nonprofit confirmations.

6. Minimum Qualifications of Respondents. To submit a response to the NEMT RFP, a Respondent shall have the following minimum qualifications:

- a. A minimum of five (5) years managing a healthcare, NEMT or similar program;
- b. Demonstrated leadership experience;
- c. Extensive large project management skills; and
- d. Strong knowledge of health care, transportation and Medicaid.

The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

7. 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 the Department's RFP Web Page.

PHASE 1 - Administrative, Technical, and Management Experience Proposal

- RFP Phase 1 Released: **November 1, 2016**
- Deadline for Questions: November 15, 2016 2:00 p.m. Local Time
- Responses to Phase 1 Questions: November 22, 2016

PHASE 2 - Financial Proposal

- RFP Phase 2 Release: **November 15, 2016**
- Deadline for Questions: November 29 2016, 2:00 p.m. Local Time
- Responses to Phase 2 Questions: December 6, 2016
- Letter of Intent Due: December 13, 2016, 2:00 p.m. Local Time
- Proposals Due: **January 10, 2017, 2:00 p.m. Local Time**
- (*) Start of Contract: April 1, 2017
- (*) End Date: June 30, 2020

8. Letter of Intent (LOI). Proposers are asked, but are not required to submit a non-binding LOI.

The LOI shall be submitted to the Official Contact by U.S. mail, or e-mail by the deadline established in the Procurement Schedule. The LOI shall clearly identify:

- a. The Respondent: including name, mailing address, telephone number, fax number, and e-mail address.

9. Inquiry Procedures. All questions regarding the requirements of this RFP or the Department's procurement process shall be submitted to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions that are deemed to be unrelated to the requirements of the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. 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 be duly noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments or addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. Addendum Acknowledgement(s) will be placed at the end of any and all addenda to this RFP. Proposals shall include signed Addendum Acknowledgement(s) with their proposal and be submitted as required in Exhibit B, Proposal Outline

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

- Due Date: January 10, 2017
- Time: 2:00 p.m. Local Time

Proposals submitted by facsimile will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Respondents 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 Respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal. When hand-delivering proposals, submitters should allow extra time to comply with building security and delivery procedures.

Hand-delivered proposals shall be delivered to the security desk located in the lobby of the DSS building, located at 55 Farmington Avenue, Hartford, CT. The Official Contact or designee of the Official Contact will be contacted by Security to receive the proposal and provide the Respondent or courier with a receipt upon request.

NOTEWORTHY: Proposals ARE NOT DEEMED TO BE RECEIVED by the Department until they are in the hands of the Official Contact or another representative of the Contract Administration and Procurement Unit designated by the Official Contact. Proposals that are received after the stated due date and time are considered to be late and shall not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick-up by the submitters.

An acceptable submission must include the following:

PHASE 1

- One (1) original, five (5) conforming copies, one (1) conforming, identical electronic copy on CD or DVD, no flash drives, and an electronic submission sent to the Official Contact via e-mail, with NEMT_RFP_110116, Phase 1 in the subject line, which must be compatible with Microsoft Office Word.

This submission is Phase 1, and should be labeled NEMT_RFP_110116, Phase 1 containing responses to:

Section 2: Technical Proposal; and
Section 3: Management, Experience and Qualifications Proposal

PHASE 2

- One (1) original, five (5) conforming copies, one (1) conforming, identical electronic copy on CD or DVD, no flash drives, and an electronic submission sent to the Official Contact via e-mail, with NEMT_RFP_Financial_111516_Phase 2 in the subject line, which must be compatible with Microsoft Office Word.
- The proposal labeled NEMT_RFP_Financial_111516_Phase 2, which MUST be separate and distinct from the NEMT_RFP_110116 Phase 1, containing responses to:

Financial Proposal

PHASE 1 AND PHASE 2, HARD AND ELECTRONIC SUBMISSIONS MUST BE RECEIVED BY THE DUE DATE OF JANUARY 10, 2017 no later than 2:00, LOCAL TIME.

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 copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team. The electronic copies of the proposal must be compatible with Microsoft Office Word except for the Budget, which may be compatible with Microsoft Office Excel. For the electronic copy, only the required appendices and forms may be scanned and submitted in Portable Document Format (PDF) or similar file format.

The electronic copies of the proposal shall be compatible with Microsoft Office Word except for the Budget and Budget Justification, which may be compatible with Microsoft Office Excel.

11. Multiple Proposals. The submission of multiple proposals by the same Respondent is not an option with this procurement.

SECTION D. PROPOSAL FORMAT

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

1. **Required Outline.** All proposals must follow the required outline presented in Exhibit B - Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents shall complete and use the PRINTED Cover Sheet form as Page 1 of the proposal, which is embedded in this section as a hyperlink.
3. **Table of Contents.** All proposals must include a Table of Contents that conforms to the required proposal outline. (See Exhibit B - Proposal Outline.)
4. **Claim of Exemption from Disclosure.** Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat. §§ 1-200 *et seq.* (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or portions of documents required by this request, procurement, or contract are exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. In Exhibit B - Proposal Outline of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is located in the proposal.

For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite to the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in section 1-210(b)(5)(A) and show how all of the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

5. **Conflict of Interest - Disclosure Statement.** Respondents must include a disclosure statement concerning any current business relationships (within the past 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 Respondent 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 Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for its personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent 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, a Respondent shall affirm such in the disclosure statement: *"[name of Respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

6. Executive Summary. Proposals must include a high-level summary of the proposal. The Executive Summary must not exceed three (3) single-sided pages and shall include an overview of the Respondent's NEMT risk model and statements certifying that the following requirements have been accomplished by the Respondent:

- a. Eligibility identity as an organizations, (private provider organizations (defined as non-state entities that are either nonprofit or proprietary corporations or partnerships), CT State agencies, and municipalities.
- b. A minimum of five (5) years managing a healthcare, NEMT or similar program.
- c. Demonstrated leadership experience.
- d. Extensive large project management skills.
- e. Strong knowledge of health care, transportation and Medicaid.
- f. Demonstrated organization's ability and capacity to successfully provide the NEMT services to Medicaid Members.

Individuals who are not a duly formed business entity are not eligible to respond to this procurement. If applicable, Respondents must provide proof of nonprofit status, such as a copy of the Internal Revenue Service (IRS) determination letter, stating 501(c)(3) nonprofit confirmations.

The Department will not evaluate proposals from organizations that do not meet these minimum qualifications.

7. Attachments. Attachments other than the required Appendices and Forms identified in Exhibit B - Proposal Outline are not permitted and will not be evaluated. Further, the required Appendices and Forms shall not be altered or used to extend, enhance or replace any requirement of this RFP. Failure to abide by these instructions will result in disqualification.

8. Style Requirements. The original proposal and each of the five (5) conforming copies of the original proposal shall conform to the following specifications:

- Binding Type: Loose leaf binders with the Legal Name of the Respondent, and the RFP Name appearing on the outside front cover of each binder:
NEMT_RFP_110116, Phase 1 and
NEMT_RFP_111516 Financial, Phase 2
- Dividers: A tab sheet keyed to the table of contents shall separate each subsection of the proposal; the title of each subsection shall appear on the tab sheet
- Paper Size: 8½" x 11", "portrait" orientation
- Print Style: 1-sided
- Font Size: Minimum of 11-point
- Font Type: Arial or Tahoma
- Margins: The binding edge margin of all pages shall be a minimum of one and one half inches (1½"); all other margins shall be one inch (1")
- Line Spacing: Single-spaced

9. Pagination. The Legal Name of the Respondent shall be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, shall be numbered consecutively in the footer.

10. Packaging and Labeling Requirements. All proposals shall be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and

Address of the Respondent shall appear in the upper left corner of the envelope or package. The RFP Name shall be clearly displayed on the envelope or package:

NEMT_RFP_110116 Phase1 and NEMT_RFP_111516_Financial Phase 2.

Any 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 Respondents.

SECTION 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 Respondents, and offering the right to negotiate a contract, 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. **Evaluation Team.** The Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. 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 Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent.
3. **Minimum Submission Requirements.** All proposals shall comply with the requirements specified in this RFP. To be eligible for evaluation, proposals shall (a) be received on or before the due date and time; (b) meet the Minimum Qualifications set forth in Section C. Instructions. 5. Minimum Qualifications of Respondent; (c) meet the Proposal Format requirements; (d) follow the required Proposal Outline; and (e) 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 (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the proposals.

The Department, at its sole discretion, will select finalists for an oral presentation, if oral from yours presentations are held. Evaluators will evaluate and score the oral presentations of Respondents selected as finalists.

Scoring of Proposals

The maximum number of evaluation points for Phase 1 is 440.

The following weighting and points will be assigned to the Proposal for evaluation purposes. The evaluation will consist of two distinct phases. The Programmatic components, including the Administrative, Technical, and Management Experience sections, Phase 1, will be scored first. The Respondent must achieve a score of 352 or 80 % of the total available points of 440 to advance to the Oral Presentation or Phase 2, which is the review of the Financial Proposal.

WRITTEN PROPOSAL

Technical Proposal	305	Points
Management Experience and Qualifications	135	Points
Sub – Total (for Phase 1 Proposal)	440	Points

Oral Presentations at the option of the Department 60 Points

TOTAL Phase 1 **500 Points**

Evaluation of Oral Presentations

The Department may ask a Respondent to give an **oral presentation**. Any such 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 Respondents invited to make an oral presentation and may limit the number of attendees per Respondent.

The Department will select evaluators for the oral presentations based on their qualifications, experience, and background relevant to this RFP. These evaluators may include evaluators who reviewed the written Proposals or the department staff who will work with the successful Respondent(s). Evaluators will score the oral presentations in accordance with RFP requirements and evaluation criteria.

Financial Requirements *The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the Department's assessment of the Respondent's annual financial statements.*

- Financial Requirements, Phase 2

The Financial Requirements will only be evaluated for Respondents that have achieved a minimum of 80% of the available points in all prior criteria.

5. Respondent Selection. Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals to the Department head. The final selection of a successful Respondent is at the discretion of the Department head. Any Respondent selected will be so notified and offered an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent selection process.
6. Debriefing. After receiving notification of the outcome of the procurement from the Department, any Respondent may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct Debriefing meetings that have been properly requested, within fifteen (15) days of the Department's receipt of a request. The Debriefing meeting shall not include or allow any comparisons of any proposals with other proposals, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter or modify the outcome of the competitive procurement. More detailed information about requesting a Debriefing may be obtained from the Official Contact.
7. Appeal Process. Any time after the submission due date, but not later than thirty (30) days after the Department notifies Respondents about the outcome of the competitive procurement, Respondents may submit an Appeal to the Department. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of the Department's competitive procurement; however, such Appeal shall be in writing and shall 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 RFP. Any such Appeal shall be submitted to the Agency Head with a copy to the Official Contact. The Respondent shall include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel or terminate the

procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.

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..." More detailed information is available on the State Contracting Standards Board web site at <http://www.ct.gov/scsb/site/default.asp>.
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. STANDARD CONTRACT, PARTS I AND II

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

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, budget, reports, and program-specific provisions of any resulting 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 contract. Part II is available on OPM's web site at: http://www.ct.gov/opm/fin/standard_contract.

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.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Respondent (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 Respondent implicitly gives the following assurances:

- 1. Collusion.** The Respondent represents and warrants that it 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 Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent 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 Respondent certifies that no elected or appointed official or employee of the State has 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 Respondent, Contractor, or its agents or employees.
- 3. Competitors.** The Respondent assures 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 Respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent further assures 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 Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The Respondent 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 amendments or addenda hereto. The submission 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 Respondent.
5. **Press Releases.** The Respondent 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 Respondent 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 Respondent 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. Respondents 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 shall 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 Respondents to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the Respondent's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals, unless specifically requested by the Department. The Department may ask a Respondent 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 Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.
7. **Presentation of Supporting Evidence.** If requested by the Department, a Respondent shall 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. At its discretion, the Department may also check or contact any reference provided by the Respondent.
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 Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent 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 Respondent or for payment of services under the terms of the contract

until the successful Respondent 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 Respondent 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. **Offer and Rejection of Proposals.** The Department reserves the right to offer in part, and/or 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 Respondent who submits a proposal after the submission due 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 offered as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right 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 Respondent(s) for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFOs) on cost from Respondents. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Offer.** The Department reserves the right to correct inaccurate offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offering of the right to negotiate a contract already made to a Respondent and subsequently offering the right to negotiate a contract to another Respondent. 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 Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent.
8. **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 personnel, with the exception of personnel who have terminated employment. The Department also reserves the right to approve replacements for personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Respondent's 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 Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following.

Updated affidavits and forms to BizNet should be uploaded annually. DAS will notify the Respondent one month in advance of expiration of uploads to BizNet.

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). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP in Section I.C.11 above, 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 Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent 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. 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 ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. Detailed information is available on CHRO's web site at [Contract Compliance](#)

IMPORTANT NOTE: The Respondent shall upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

3. 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 require 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 [OPM: Ethics Forms](#)

IMPORTANT NOTE: The Respondent shall upload the Consulting Agreement Affidavit

(OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

4. **Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352.** A responsive proposal shall include a [Certification Regarding Lobbying form](#), which is embedded in this section as a hyperlink, attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 Respondent is offered an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the Respondent shall 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 [OPM: Ethics Forms](#)

IMPORTANT NOTE: The selected Respondent shall upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a Respondent is offered an opportunity to negotiate a contract, the Respondent shall provide the Department with *written representation* or *documentation* that certifies the Respondent 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 [OPM: Nondiscrimination Certification](#)

IMPORTANT NOTE: The selected Respondent shall upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The [DAS guide to uploading affidavits and nondiscrimination forms online](#) is embedded in this section as a hyperlink.

Section C. Proposal Contents

The Respondent must answer all questions and must include all items requested in the order requested for the Proposal to be considered responsive. The Respondent must address every section of the RFP, even though certain items may not be scored. The Respondent must number each response using the same corresponding number that is used for each of these following items and restate the item.

1. SECTION 1: Administrative Requirements

The Respondent must respond to each item in the same order in which it appears.

a. Letter of Commitment

Respondents must include a signed Letter of Commitment on Respondent's official business letterhead stationery as the first page of Section 1. Signing the Letter of Commitment indicates that the Respondent accepts the terms and conditions of this RFP.

The Respondent's Letter of Commitment must include the following:

- 1) Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written;
- 2) The name of the contact person for this RFP;
- 3) A detailed list of all materials and enclosures included in the Proposal;
- 4) A statement substantiating that the person who signs the letter is authorized to contractually bind the Respondent's firm;
- 5) A list of staff or participants who contributed to the developments of their proposal. This shall include outside individuals and/or agencies or companies.
- 6) Identification of the page numbers on the Respondent's Proposal that are marked "Proprietary or Confidential" Information; and
- 7) A statement that the Respondent meets the mandatory eligibility requirements per
 - Licensing and certification requirements;
 - Restrictions on current or former state employees;
 - Debarment, suspension, exclusion or ineligibility for participation in Federal Assistance Programs.

b. Respondent Certification and Assurances Form

Respondents must submit a completed Respondent Certification and Assurances Form, Exhibit A. Please sign and include any attachments that are necessary.

c. List of Contracts

- 1) The Respondent must submit a list of all services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities. This includes all contracts and projects that the Respondent currently holds or held within the past five years or is working on, including a contact person's name from that business or governmental entity. Services provided should be identified if they were provided timely and within budget, including whether similar services were terminated for default. This list must also include all service providers and a contact name and telephone number for each.

- (2) Upon request by the Department, the successful Respondent is required to submit Letters of Intent to Contract from each of the service providers it expects to contract with to provide non-emergency medical transportation services.

d. Claims or Legal Actions

A list describing all claims made, sanctions imposed (\$5,000 or more), or legal actions filed by and against the Respondent within the last five (5) years, within the USA. The Respondent must detail the outcome of all such claims or legal actions. Include the case citation or caption, if any.

2. SECTION 2: Technical Proposal - Maximum Page Limitation is 150 pages single-sided pages.

General Requirements: In this section of the Proposal, the Respondent is to provide a description of the Proposal which must be consistent with the goals and objectives of the program and demonstrates the Respondent's understanding of the skills and resources required to successfully accomplish the objectives of the program and assure timely completion of deliverables.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Respondent's response to the question. A reference to another section will not suffice, instead, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Respondent's response to that question or requirement.

NOTEWORTHY: In your response to the Technical Proposal, please respond with an innovated approach to deliver NEMT services that will be person-centered, to further our commitment to our Medicaid Members.

The total number of available points in the Technical Section is 305.

a. Plan of Operation (40 points)

- (1) Describe how the Respondent will provide information, training and support to Members regarding how to properly access and use transportation resources, including all non-emergency medical transportation services. Information should include how to file grievances or complaints. Information, verbal or written, and a training and education program may include educating Members how to use the fixed-route public transit system. (15 points)
- (2) Describe the customer services center operations, including staffing, equipment and technology used to meet the requirements outlined in the Statement of Work, including the geographic location of the customer services center. (25 points)

b. Customer Services Center (40 points)

- (1) Describe how the Respondent will provide access to non-emergency medical transportation services as described in the Statement of Work, attached as Exhibit C. (5 points)

- (2) Describe how the Respondent will receive and process all requests for non-emergency medical transportation services for the Department's Members. (5 points)
 - (3) Describe how the Respondent will provide daily access during normal business hours of the local customer service center for requesting and scheduling non-emergency medical transportation services, as required by the Statement of Work. (5 points)
 - (4) Describe how the Respondent will provide twenty-four (24) hour access to services, including urgent calls, as required by the Statement of Work. (5 points)
 - (5) Describe how the Respondent will provide sufficient staffing, trunk line, and telephone line capacity to allow eighty percent (80%) of all incoming calls, including TDD/TTY capabilities, to be answered within an average of three (3) minutes. (5 points)
 - (6) Describe the staffing and technology and/or phone system used to meet these requirements. (5 points)
 - (7) Describe how the Respondent will provide interpreter services for Members who do not speak English and for Members who speak limited English; and staffing to reflect the demographics of the area served, including bilingual staff when appropriate, as required by the Statement of Work. (5 points)
 - (8) Describe your emergency preparedness plan in the event your operations fail or a natural disaster occurs, such as an earthquake or adverse weather conditions (flood, wind or snow storms, etc.). (5 points)
- c. Eligibility Screening (10 points)
- (1) Describe how the Respondent will screen, verify and document Member eligibility to receive non-emergency medical transportation services, as described in the Statement of Work. (5 points)
 - (2) Describe how the Respondent will train customer services center staff on Member and transportation eligibility, including frequency of training. (5 points)
- d. Transportation Services: (70 points)
- (1) Describe how the Respondent will determine and provide the lowest cost, appropriate transportation available consistent with each Member's mobility needs, personal capabilities and assessment of the individual's medical condition. (5 points)
 - (2) Describe how the Respondent will develop resources to ensure an adequate network of qualified transportation providers (i.e. subcontractors) are available to ensure a competitive marketplace, and provide for a range of transportation services and modes. Include a sample provider contract or contracts if they vary by mode. (5 points)
 - (3) Describe the driver verification process to ensure that only licensed and qualified transport personnel will be used to transport eligible Members. Describe the documentation that will be made available to the Department upon request. (5 points)
 - (4) Describe the recruitment strategy to obtain and maintain transportation providers in the proposed service areas, including innovative efforts to attract and retain providers. (5 points)
 - (5) Describe the method for maintaining or improving the performance of its transportation providers. (5 points)

- (6) Describe the process that the Respondent will use to ensure that transportation services are safe and reliable. Describe its vehicle inspection process and the qualifications of the personnel conducting the inspections, including the frequency of the inspections. Describe the documentation that will be made available to the Department upon request. (5 points)
 - (7) Describe how the Respondent will ensure that the average waiting time for a Member's scheduled pickup going to an appointment does not exceed fifteen (15) minutes, and that actual waiting time for any pickup does not exceed thirty (30) minutes. Describe the documentation that will be made available to the Department upon request. (5 points)
 - (8) Describe how the Respondent will ensure that the average waiting time for a Member's scheduled return trip does not exceed thirty (30) minutes. Describe the documentation that will be made available to the Department upon request. (5 points)
 - (9) In the event a delay occurs in the course of a provider picking up scheduled riders, describe how the Respondent will ensure that the dispatcher or provider contacts the Member to inform them of the delay, the alternative schedule, and any alternate pick-up arrangements. Describe the documentation that will be made available to the Department upon request. (5 points)
 - (10) Describe how the Respondent will verify and document to ensure pre-trip and post-trip that a Member was transported to a covered service(s). Describe the documentation that will be made available to the Department upon request. (5 points)
 - (11) Describe how the Respondent will monitor subcontracted transportation providers to ensure performance and contract compliance, including frequency of monitoring. Describe the documentation that will be made available to the Department upon request. (5 points)
 - (12) Describe how the Respondent will meet the needs of special populations in need of NEMT services, including, but not limited to individuals seeking bariatric services, methadone maintenance, and dialysis treatment. (5 points)
 - (13) Describe how the Respondent will ensure that individuals whose clinical conditions do not allow for multi-loading or shared rides are not transported with other riders. (5 points)
 - (14) Describe how the Respondent will address and reduce the rate of member no-shows. (5 points)
- e. Quality Assurance and Complaint Resolution (35 points)
- (1) Describe how the Respondent will obtain and document feedback on customer satisfaction from Members and healthcare service providers. The customer satisfaction information to be obtained shall include, but not be limited to, vehicle safety, customer service, and timeliness. Describe the documentation that will be made available to the Department upon request. (10 points)
 - (2) Describe how the Respondent will implement and utilize quality control measures to improve services. (5 points)
 - (3) Describe the Respondent's methodology for reviewing and resolving individual complaints from members and healthcare providers, identifying the timelines for each step of the process. (5 points)
 - (4) Describe how the Respondent plans to track all complaints received through resolution. Describe the documentation that will be made available to the Department upon request. (5 points)

(5) Describe how management will review the trend of complaints to improve services for Members. Describe the documentation that will be made available to the Department upon request. (5 points)

(6) Describe how the Respondent will monitor and address fraud, waste, and abuse. (5 points)

f. Implementation/Start-up (25 points)

Describe an Implementation Work Plan to be maintained throughout the implementation period that includes all tasks required to successfully begin operation of the NEMT Program. The Work Plan shall be sufficiently detailed to satisfy the Department that the work will be performed in a logical sequence, in a timely manner, and with an efficient use of resources. The selected bidder shall submit the final Implementation Work Plan electronically and hard copy to the Department no later than fourteen (14) days after the date the Contract is awarded. The Work Plan shall include timeframes, milestones for each task during the implementation period, and names of Contractor staff members who will be responsible for each task during the implementation period. Each task listed in the Implementation Work Plan shall include a description of the activity, a scheduled start date and a scheduled completion date. The types of tasks that must be described in the Implementation Work Plan include, but are not limited to, the following:

- Acquisition of office space, furniture, and telecommunications, computer equipment, including software, and installation of utilities;
- Hiring and training of central office staff, Call Center staff, and service staff;
- Recruitment and contracting of NEMT Transportation Providers;
- Verification that NEMT Provider vehicles meet Contract standards, including inspection and certification requirements;
- Verification that drivers meet Contract standards;
- Testing of daily operational requirements, including, but not limited to, Call Center, dispatch and real time communications with drivers, to ensure that all components are functioning adequately prior to the Department's Readiness Review;
- Installation of trip scheduling, reservation, and dispatch systems;

g. Reports (40 points)

Include sample, dashboard, summary or aggregate reports currently available and in use by the Respondent in other NEMT or similar programs that would be available and relevant for use under a contract awarded as a result of this RFP. Brief reporting specifications may also be included.

h. Claims Adjudication and Payment (25 points)

The Contractor shall provide timely payment to each contracted NEMT Transportation Provider for the services rendered. The Contractor shall reimburse NEMT Providers through the payment arrangement agreed to by the parties in the transportation provider agreement, negotiated by the resultant contractor and the individual transportation providers. All payment arrangements must include an incentive or safeguard to ensure Utilization Data for every Encounter is submitted to Contractor. The respondent must submit with its Proposal a description of its payment methodology, billing system, billing policies, and NEMT provider instructions and procedures. Any penalties for late submission of reimbursement

request must be included in the description. The Contractor's billing policies must include options for electronic submission of invoices by NEMT Providers. Any future amendments to these policies must be approved by the Department prior to implementation. The Contractor shall make payments to NEMT Providers for services provided on a timely basis consistent with the Claims Payment Procedure described at 42 U.S.C. § 1396a(a)(37)(A). In particular, the Contractor shall pay at least ninety percent (90%) of all "clean claims" from NEMT Providers within forty-five (45) days following receipt. Further, the Contractor shall pay at least ninety-nine percent (99%) of all "clean claims" from NEMT Providers within ninety (90) days following receipt. Describe how the Respondent will adhere to the requirement as stated above.

i. Utilization Management (20 points)

- (1) Describe how the Respondent will provide utilization management (UM) services to ensure that NEMT requests meet the Connecticut definition of medical necessity.
- (2) Describe the proposed credentials of and training requirements for the UM staff and what kind of ongoing clinical training and supervision will be available to them.
- (3) Describe UM processes related to turn around time on all service level requests.

3. SECTION 3: Management, Experience, and Qualifications Proposal - Maximum Page Limitation is 50 single-sided pages.

General Requirements: In this section of the proposal, the Respondent is to discuss the organization and the knowledge, skills, abilities, and experience of the proposed team members. The contract resulting from this procurement will require that any change in key staff (as identified in Respondent's response to this procurement) will be subject to Department approval. The contract will also provide that the Department may request that Respondent remove selected staff on one (1) days' notice and provide replacement staff without impacting the schedule.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Respondent's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Respondent's response to that question or requirement.

The total number of available points in the Management, Experience and Qualifications Section is 135.

a. **Key Personnel and Resumes** (15 points)

Based upon your experience with social services and/or special needs transportation services, provide a detailed listing of the Key Personnel or team you propose for this engagement, including the titles of staff, team roles (if applicable) and a current resume of each person proposed.

b. **Experience** (30 points)

Describe your experience with administering and providing a healthcare program or transportation, through an NEMT program, whether in the public or private sector, to the following special needs populations:

- Families, youth and children
- Members with disabilities
- Members who are elderly or frail
- Low-income clients

c. **Proposed Management Plan** (30 points)

1.) Describe a management plan for the NEMT program that includes, at a minimum, a description of the duties, authority and responsibilities, experience and qualifications of each of the key personnel including the number and type of personnel to be supervised by the manager(s). The Respondent should include in the management plan procedures to secure and retain professional staff to meet the requirements in the Statement of Work.

2.) **Provide a current functional organizational chart** of the Respondent's entire organization, complete with job titles:

- Provide the names of Respondent personnel proposed for this program and the hours and percentages of time dedicated to the NEMT program.
- Justify staffing resources to successfully meet its RFP response requirements in light of any other similar obligations for any other entity.
- Describe how the proposed organizational structure will result in efficient management and operation of the NEMT program.
- Describe how the proposed NEMT staffing fits within the Respondent's entire organization. (20 points)

d. **Similar Experience** (5 points)

Describe similar or comparable experience in administering or delivering social services to clients.

e. **Familiarity with Service Region** (10 points)

Describe how the Respondent proposes to provide NEMT services throughout CT, and including border areas with consideration to: distance, accessibility, travel time, mode of transportation used ordinarily for daily activities in the area, and areas with few resources.

f. **Diversity Background** (10 points)

Describe the Respondent's experience working with diverse populations particularly the cultural, ethnic, race and language needs of eligible Medicaid Members in the proposed service region. This includes experience providing healthcare or transportation services to federally recognized Native American Tribal Nations.

g. **Proposer References – Organization** (15 points)

Include five (5) 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 five (5) 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) Creativity and problem solving;
- 3) Responsiveness and quality of communication with contracting agency or organization;
- 4) Responsiveness and quality of communication with consumers;
- 5) Overall program management; and
- 6) 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.

h. Subcontractor (If applicable) (0 points)

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.**

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

**Respondent Certification and
Assurances
RFP # NEMT_RFP_110116**

Non-Emergency Medical Transportation Program RFP

Under the penalties of perjury of the State of Connecticut, we make the following certifications and assurances as a required element of our Proposal for RFP.

We affirm the truthfulness of these facts and acknowledge our current and continued compliance with these certifications and assurances as part of our Proposal and any resulting contract award with the Department.

1. We declare that all answers and statements made in the Proposal are true and correct.
2. We certify that the prices and/or cost data contained in our proposal: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and (b) have not been and will not be knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or competitor before contract award, except to the extent that we have joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.
3. Our Proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by the Department without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Respondent's Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.
4. We have not been assisted by any current or former Department employee whose duties relate (or did relate) to this procurement and who assisted in other than his or her official, public capacity.

If there are any exceptions to these assurances or we have been assisted, we will identify on a separate page attached to this document each individual by: (a) name, (b) current address and telephone number, (c) current or former position with the Department, (d) dates of employment with the Department, and (e) detailed description of the assistance provided by that individual.

5. We acknowledge that the Department will not reimburse us for any costs incurred in the preparation of our Proposal. All Proposals become the property of the Department and we claim no proprietary right to the ideas, writings, items or samples.
6. We acknowledge that any resulting contract awards will incorporate Special Terms and Conditions, Statement of Work, and General Terms and Conditions substantially similar to the sample contract attached to the procurement document.
7. We will comply with these or substantially similar Special Terms and Conditions, Statement of Work, and General Terms and Conditions if awarded a contract, and will negotiate in good faith any changes or modifications.

8. We acknowledge that if awarded a contract with the Department, we are required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in contract termination. We agree to submit additional information about our nondiscrimination policies, at any time, if requested by the department.
9. I authorize the Department to conduct a reference check with my present and/or previous employer(s) and with any entity with which I have contracted. This also serves to authorize my present and/or previous employer(s), or entities with which I have contracted, to provide reference information to the Department. By providing such authorization, I release the Department, its employees and agents, and my present and/or previous employer(s), or entities with which I have contracted, from any and all claims or potential claims I may have regarding any and all information released to or by the Department. .
10. We certify that we have a current Connecticut Business License, and agree to promptly provide a copy of the license if we are awarded a contract.
11. We made no attempt, nor will make any attempt, to induce any other person or firm to submit, or not submit, a proposal for the purpose of restricting competition.
12. We acknowledge and authorize the Department to conduct a financial assessment and/or background check of our organization if the Department considers such action necessary or advisable.
13. We acknowledge our obligation to notify the Department of any changes in the certifications and assurances above.

Signature

Title

Organization Name

Date

Exhibit B

Proposal Outline

- A. Cover Sheet Page 1
- B. Table of Contents Page 2
- C. Claim of Exemption from Disclosure etc.
- D. Conflict of Interest - Disclosure Statement
- E. Executive Summary
- F. Signed Addendum Acknowledgements.
- G. [Certification Regarding Lobbying form](#)

SECTION 1: Administrative Requirements

SECTION 2: Technical Proposal - Maximum Page Limitation is 150 pages single-sided pages.

SECTION 3: Management, Experience, and Qualifications Proposal - Maximum Page Limitation is 50 single-sided pages.

NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT)

STATEMENT OF WORK

1. OVERVIEW

The Department provides transportation access to necessary non-emergency medical services for all individuals eligible for medical assistance who have no other available means of gaining access to these services. Pre-authorized access to covered medical services is provided by the most cost effective means which meet the Members' mobility status and personal capabilities.

2. PURPOSE

The purpose of this Contract is to perform the services necessary to provide medically necessary transportation services as authorized by the Department to eligible Members.

3. SERVICE REGION

- a. The service region of this Contract includes: the State of Connecticut as well as border providers and as needed beyond those borders to other non-contiguous states. The Contractor shall provide Transportation and related services to all eligible Members to the extent these services are necessary to support access to authorized healthcare services.
- b. The Contractor shall ensure all trips provided outside of a member's local community are necessary due to the required healthcare services not being available within the member's local community.

4. ADMINISTRATION

- a. The Contractor shall establish a physical business office, which includes the local customer service center, within the State of CT with business hours of 7:00 AM to 6:00 PM local time, Monday through Friday. The office will be located within a twenty (20) mile radius from the Department's Central office on Farmington Avenue in Hartford, CT. The Contractor will allocate office space and associated equipment for one (1) Department staff person at that location.
- b. The Contractor shall assume responsibility for all work performed under this Contract by:
 - (1) The Contractor's employees, officers, directors, agents, representatives and associates, and
 - (2) All subcontractor employees who perform work under this Contract.
- c. The Contractor is responsible for all services provided by subcontracted transportation providers.

5. CONTRACTOR REQUIREMENTS

- a. The Contractor shall maintain a Customer Service Center as set forth in Exhibit C-1.
- b. The Contractor shall verify and document the eligibility of each Member requesting and receiving a transportation service as set forth in Exhibit C-2.
- c. The Contractor shall verify and document that a healthcare service occurred for which the Department paid to transport a Member as set forth in Exhibit C-2.
- d. The Contractor shall require that all vehicles used in the performance of this Contract, except privately owned, meet or exceed the Transportation Vehicle Standards established in Exhibit C-3.

- e. The Contractor shall ensure Driver Conduct Standards are met as set forth in Exhibit C-4.
- f. The Contractor shall comply with the transportation performance standards established in Exhibit C-5.
- g. The Contractor shall ensure that services available to Members are comparable to services the general public receives in the same locale as the Member.
- h. When denying or limiting a request for transportation, the Contractor must follow the Department's policies and guidelines. The Contractor must use a denial letter template that is furnished by the Department or has been approved by the Department. The Contractor must provide to the Department any discovery materials related to the denial/limitation decision, and must participate in the administrative hearings process as requested by the Department in accordance with (Exhibit C-2).
- i. The Contractor shall coordinate with local programs and stakeholders. The Contractor shall establish linkage with community programs to coordinate activities with existing programs serving the Medicaid population. Actions to minimize and avoid duplicate effort and fragmentation of services shall be taken. Actions may include referral protocols or formal written coordination agreements with other entities.

6. SUBCONTRACTING

The Contractor shall develop a competitive marketplace that has a variety of providers for each mode of transportation. The Contractor will ensure the provision of necessary NEMT services by establishing a network of providers through the use of subcontracts.

- a. All subcontracts must be in writing and include, at a minimum, the terms and conditions set forth in Exhibit C-6.
- b. The Contractor shall maintain and make available all documentation for review by the Department staff on all subcontractors and subcontracts, including but not limited to each subcontractor's: business organizations, business licenses, certifications, insurance coverage, driver verifications, vehicle inspections, and all other relevant documentation.
- c. The Contractor shall develop and implement a monitoring plan to monitor their subcontracted transportation providers to ensure compliance with the terms of their subcontracts.
- d. The Contractor shall maintain documentation for review by the Department staff on any subcontractor corrective action steps taken to ensure services provided are in compliance with this Contract.
- e. The Contractor shall ensure compliance with requirements of employer liability, worker's compensation, unemployment insurance, social security, and any other CT State taxes applicable to the Contractor's subcontractors.

7. PROHIBITIONS

- a. The Contractor is subject to the requirements related to prohibitions on referrals and conflicts of interest as described at 42 CFR 440.170 (a)(4)(ii).
- b. The Contractor (including Key Personnel) is prohibited from directly providing transportation services.
- c. The Contractor is prohibited from making a referral or subcontracting to a transportation service provider if:
 - (1) The Contractor has a financial relationship with the transportation provider as defined at Sec. 411.354 (a) of chapter 42 CFR with transportation coordinator substituted for physician and non-emergency transportation or
 - (2) The Contractor has an immediate family member, as defined at Section 411.351 of chapter 42 CFR that has a direct or indirect financial relationship with the transportation provider, with the term transportation coordinator substituted for physician.

- d. The Contractor shall be liable for the full cost of services resulting from a prohibited referral or subcontract.
- e. The Contractor is prohibited from withholding necessary transportation from a Member for the purposes of financial gain, or any other purpose.
- f. The Contractor is prohibited from authorizing transportation that is not the most appropriate and a cost effective means of transportation for a Member for the purposes of financial gain, or for any other purposes.
- g. The Contractor is prohibited from paying more for fixed route public transportation than the rate charged to the general public.
- h. The Contractor is prohibited from paying more for public paratransit services than the rate charged to other state human service agencies for comparable services.

8. NONDISCRIMINATION AND INFORMATION REQUIREMENTS

- a. The Contractor shall establish written policies and procedures subject to Department review for the items outlined in Exhibit C-7.
- b. The Contractor shall provide monitoring reports that document the activities of the Contractor and subcontracted transportation service providers as set forth in Exhibit C-8.
- c. The Contractor shall establish and maintain a data tracking and utilization system capable of providing and reporting, at a minimum, data as set forth in Exhibit C-9.
- d. The Contractor shall maintain twenty-four (24) hour toll-free access to provide transportation for urgent care on holidays, weekends, and after business hours and for after-hours discharges.
- e. The Contractor shall provide information to Members regarding how to properly access and use non-emergency medical transportation resources, The provision of this information may also involve a training program preparing people to use the fixed-route public transit system.
- f. The Contractor shall provide and maintain a Connecticut specific internet website for Members and transportation service providers to access information pertaining to non-emergency medical transportation, such as a member handbook and provider requirements.
- g. The Contractor shall comply with the provisions of Section 1557 of the Affordable Care Act and implementing regulations at 45 CFR Part 92 ("Section 1557 Regulations"). Such compliance shall include, but not be limited to, the provision of qualified interpreters to provide meaningful access to each Member with limited English proficiency ("LEP") during interactions with the Contractor's Customer Service Center.
- h. The Contractor shall comply with Section 1557 Regulations on the provision of written translations of generally available materials including, at minimum, denial/limitation letters for Members with Limited English Proficiency (LEP). The Contractor shall also develop taglines in the top 15 non-English languages in Connecticut and post them on their website and in significant publications and communications.
- i. The Contractor shall develop written materials that are culturally competent, clear and effective for Members of all ages. Member materials shall be developed in accordance with well-recognized health literacy principles, including the use of Member testing when appropriate.
- j. The Contractor shall also comply with all relevant provisions of the Section 1557 of the Affordable Care Act (ACA).

9. INCIDENT REPORTING

- a. Initial notification and any follow up must be documented and provided to the Department using the approved process for incident reporting.
- b. The Contractor shall notify the Department within one (1) hour of the Contractor being notified or becoming aware of events involving a Member who is the alleged victim or perpetrator of any of the following events:
 - o An allegation of criminal offense.
 - o Any injury to a Medicaid member, a contracted or subcontracted staff member that requires any level of medical intervention.
- c. The Contractor shall notify the Department one (1) working day of any critical incident that was referred to the Medicaid Fraud Unit by the Contractor or its Subcontractor.
- d. In addition to all incidents described above, the Contractor is required to utilize professional judgment and report incidents that fall outside the scope of this Section.
- e. The Contractor shall notify the appropriate agencies as noted below or any others when required by law including compliance with all reporting requirements relative to Member abuse and neglect as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
 - o Adult Protective Services
 - o Child Protective Services
 - o Local Law Enforcement
 - o CT State Police
- f. The Department may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

11. VEHICLE ACCIDENT REPORTING

- a. Initial notification and any follow up must be documented and provided to the Department using approved process for incident reporting.
- b. Within one (1) hour of the Contractor being notified, the Contractor shall notify the Department of any vehicle accident involving the transport of a Member, where anyone has been injured.
- c. Within six (6) hours of the Contractor being notified, the Contractor shall notify the Department of a vehicle accident involving any vehicle involved in the transport of a Member where there has been no injury.

12. BILLING AND PAYMENT.....Phase 2

**NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Customer Service Center**

1. OVERVIEW

The Contractor shall be responsible for receiving and processing all requests for non-emergency medical transportation services for the Department's Members. The Contractor shall be responsible for the administration of overall day-to-day operations necessary for the delivery of cost-efficient, appropriate medical transportation services and the maintenance of appropriate records and systems of accountability to report to the Department.

The Contractor shall meet the minimum federal requirements, as defined in 42C.F.R. § 440.170, for provision of transportation services, as well as applicable Department standards and policies.

2. CUSTOMER SERVICE REQUIREMENTS

- a. The Contractor shall provide a toll free number for scheduling medically necessary transportation as well as to respond to inquiries from members, medical providers, facilities and transportation providers. A local telephone number may also be provided.
- b. The Contractor shall provide customer services that are professional, prompt, courteous, customer- friendly, and responsive to Members.
- c. The Contractor may utilize an automated pre-appointment call-out system (i.e. a system that automatically reminds Members of their upcoming scheduled trips).
- d. The Contractor's Customer Service Center shall at a minimum promptly answer telephone calls during normal business hours, from Monday through Friday, 7 AM to 6 PM. The Contractor may need to surpass these minimums in order to assure adherence to service standards.
- e. The Contractor shall accept trip requests by phone and may accept trip requests by secure online website, application or other secured electronic means that meet the security requirements as established by the Department.
- f. The Contractor's Customer Service Center may close in observance of the following for six (6) State holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- g. The Contractor shall give the Department written notice of any requested day(s) of closure at least thirty (30) calendars prior to the requested day of closure. The Department reserves the right to deny these requests.
- h. Emergencies
 - o Authorizing emergency transportation is not part of the Contractor's duties.
 - o The Contractor shall assure Members in an emergency are directed to the appropriate emergency resources and shall refer emergency calls to 911, or an ambulance, as necessary.
- i. Staffing
 - (1) The Contractor shall staff member services with competent, diverse professionals including Spanish-speaking individuals in order to best serve the needs of members.
 - (2) The Contractor shall make special provisions for clients and their families who have limited English proficiency, or are hearing or vision impaired, including TDD/TTY and multi-lingual capabilities.
 - (3) The Contractor shall ensure that member information is clearly communicated in a manner that is culturally sensitive;
 - (4) The Contractor shall remove any of the Contractor's employees from contact with

Members when the Contractor determines that:

- The employee is not handling calls or scheduling trips in accordance with the performance standards of this contract, or
 - Prior retraining of the employee has not resulted in improved performance.
- (5) The Contractor shall maintain and send to the Department's transportation staff upon request a list of current Contractor employees assigned to the performance of this Contract, including employee names, titles, supervisory relationships, and an organizational chart.
- (6) The Contractor shall train customer service representatives in the area of dispute resolution.
- (7) The Contractor shall establish and maintain a Member ombudsperson position or a properly trained staff person whose responsibility is to resolve Member complaints. The Contractor shall provide the ombudsperson's contact information to the Department's State Contract Manager upon the initial establishment of the position and upon any changes to the position thereafter

j. Trip Request

- (1) The Contractor shall respond to transportation inquiries and requests made by the Department's Members, parent/guardian, or member representatives including medical providers. The Contractor shall accept requests for trips when requested at least two business days in advance for a regularly scheduled trip when:
- (2) Requested during normal business hours, Monday through Friday,
- Up to fourteen (14) days in advance of the scheduled trip.
 - Up to ninety days (60) for recurring trips or standing orders.
- (3) The Contractor shall accept requests for trips when requested with less than two business days' notice for an unscheduled trip when requested by a Member in need of urgent care.

k. Trip Assignments. The Contractor shall schedule transportation services to be provided through subcontractors when the Contractor has determined that:

- (1) The individual requesting transportation services, or for whom transportation services are being requested, is an eligible Member; and
- (2) The healthcare service is a Medicaid Covered Service included in the member's benefit package; and
- (3) The medical professional who would provide care to the eligible Member:
- Is an enrolled participating medical provider with The Department; or
 - Could be accepted by the Department as an enrolled Medicaid participating medical provider for that service if they applied; or
 - Is a provider performing services paid for by a third party, Veterans Administration (V.A.), Medicare, charitable or other voluntary program;

And

- Is a local provider or otherwise meets the requirements under medical necessity.

l. Selection of Mode of Transportation

- (1) The Contractor shall assure that Member resources and/or lowest cost resources are used first, based on each Member's mobility status and personal capabilities. This includes public transit systems, volunteers, Member mileage reimbursement, or other low-cost means of transportation based on the Member's mobility status and personal capabilities.
- (2) The Contractor shall document reasons for not using the lowest cost provider or services.
- (3) The Contractor shall document in the Member's file a Member's transportation needs based upon their mobility status and personal capabilities. This shall include guidance for Customer Service Center staff when a Member needs special assistance such as

- communicating with a supervisor or lead worker.
- (4) The Contractor shall develop a “shared ride” policy for multi-passenger grouped trips which clearly excludes a member from multi-passenger trips when it is medically inappropriate, (including, but not limited to, situations in which a member is immunocompromised).
 - (5) The Contractor shall establish a method of effectively identifying, scheduling, and coordinating standing orders or recurring trips.
 - (6) The Contractor shall make available a variety of modes of Member transportation, including, but not limited to:
 - o fixed route including bus and train,
 - o personal mileage reimbursement,
 - o companion program mileage,
 - o taxi/livery,
 - o wheelchair accessible taxi/livery,
 - o invalid coach (licensed by the DPH)
 - o ground and air ambulance,
 - o commercial air,
 - o group or shared ride vehicles,
 - o volunteer.
 - o The Contractor shall have on record legible copies of the following documents when privately owned vehicles are used and mileage reimbursement is requested.
 - The driver’s license;
 - Current vehicle registration; and
 - Proof of insurance for the vehicle/operator.

m) Escorts and Parents/Guardians

Advise the contracted transportation provider when additional seating is required for escorts, parents/guardians and/or a minor child. The escort’s presence is required to either assist a Member during transport or while at the place of treatment. An escort is typically a relative or guardian. A parent or guardian may have an aide who will need to be transported with the party as well. Newborn children, from birth to three (3) months old, may travel as an additional passenger when the infant is the child of: the Member being transported, or of the parent/guardian or escort being transported.

n.) Daily Computerized Trip Log. The Contractor shall establish and maintain a daily computerized trip log that documents trips requested for Members to and from approved healthcare services, and justifies the expenditures of transportation resources. The daily computerized trip log shall include at a minimum, the following:

- o Member /Requester name (both if different);
- o Date and time of contact or request;
- o Date and time for the requested transportation;
- o Pick-up location;
- o Destination;
- o Each Member’s mobility status;
- o Each Member’s personal capabilities. Availability of other transportation resources;
- o Approval or denial of transportation;
- o The level of transportation approved, if appropriate;
- o Justification of level of transportation and cost authorized;
- o Name of Contractor’s staff approving or denying request;

- Assigned provider of transportation; and
- Members Medicaid Eligibility Coverage Group

3. CUSTOMER SERVICES CENTER PERFORMANCE STANDARD

- a. The Contractor shall answer within three (3) minutes, not including the initial announcement, eighty percent (80%) of all incoming phone calls during normal business hours, including hearing-impaired system calls, measured on a monthly basis.
- b. The Contractor shall maintain an abandonment rate of less than 5% during normal business hours.
- c. The Contractor shall maintain an average hold time not to exceed three (3) minutes for calls placed on hold.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Member and Trip Eligibility Verification

The Contractor shall verify and document the eligibility of each Client receiving a transportation service provided under this Contract.

1. Pre-trip Review and Verification

- a. The Contractor shall verify the eligibility of each Member requesting transportation and the medical eligibility of each trip by reviewing the Member's eligibility to receive transportation services provided under this Contract by requiring one of the following:
 - o Verification in the Contractors eligibility system;
 - o Verification in the Department's AVRS/Interchange/ImpaCT system;
 - o Or other such source or system that may be implemented, such as a Department successor system or "swipe card" system.
- b. The Contractor shall perform and document a pre-trip verification review by verifying the medical appointment for a covered service with the service provider on a minimum of ten percent (10%) of scheduled trips prior to transportation services being provided.

2. Needs Test.

The Contractor shall verify that the Member meets a needs test for transportation services. This is best done in the form of a "database script" which guides the process as an integral part of receiving a call from the Member. The needs test shall include at a minimum:

- a. Verification from the requesting Member that they have no other available means of transportation to/from healthcare services.
- b. Verification that the transportation is not covered by other programs or funding.
- c. Verification that the healthcare services to be provided during the appointment are covered by the Member's Medicaid benefit services package.
- d. Verification that the requested transportation is to/from a local provider of covered services unless otherwise exempted or dictated by the Department's rules or policy.

3. Post-trip Review and Verification. The Contractor shall perform and document a post trip verification review on a minimum of ten percent (10%) of trips and include problem areas such as after-hours transportation; and verify that "routine trips" are for legitimate medical services.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK

Transportation Vehicle Standards

1. The Contractor shall assure that Members receive transportation services that are safe and reliable. The Contractor shall assure all vehicles and components used for the performance under this Contract meet or exceed the standards in this exhibit. The Contractor shall require that all vehicles used to transport Members, except privately owned, meet or exceed the following regulations and safety standards, including their successors:
 - a. Licensing requirements of the State of Connecticut DMV, DOT, DPH or other entity as applicable to the level of service;
 - b. State, federal and manufacturer's safety and mechanical operation and maintenance standards;
 - c. Regulations of the Americans with Disabilities Act (ADA);
 - d. Contract requirements.(where are these other requirements)
2. The Contractor shall require that vehicles which fail to meet the standards:
 - o Be immediately removed from service; and
 - o Be re-inspected before they are eligible to be used to provide transportation services for Members under this Contract.
3. Vehicle Inspections
 - a. The Contractor shall, prior to their initial use under this Contract, inspect all vehicles used under this contract for Medicaid Non-emergency transportation (except those that are privately owned) to assure that all requirements are met. Thereafter, the Contractor shall perform random annual inspections on ten percent (10%) of the vehicles of each provider, and shall rotate the vehicle inspections of the provider's fleet each year.
 - b. If during the course of the inspection, more than five percent (5%) of the inspected vehicles in a provider's fleet do not meet regulatory requirements, the remainder of that fleet will be inspected.
 - c. Documentation of inspections completed by other agencies will suffice as long as the Contractor has access to the inspection reports and this Contract's standards are met or exceeded.
 - d. The Contractor shall supply the Department with a preliminary schedule of inspections within the first thirty-days of this Contract's start date, and then annually thereafter, using a format approved by the Department.
 - e. The Contractor shall immediately remove from providing services vehicles not passing these inspections. Each vehicle shall be re-inspected before it is eligible to return to service.
 - f. The Contractor or designee shall be responsible for confirming the condition, including inoperable components, of a vehicle(s) if a Member complains about the condition of a specific vehicle(s). Vehicles found deficient shall be immediately removed from performing service under this Contract, and shall remain so until deficiencies are corrected and the vehicle(s) is re-inspected.

4. **Vehicle Requirements.** All vehicles used in the performance of this Contract, except privately-owned and transit, shall meet or exceed the following requirements, and at a minimum will:
 - a. Have a two-way communication system (two-way radio or cell phone are acceptable) linking all vehicles used in delivering the services under this Contract with the transportation provider's major place of business (dispatcher).
 - (1) The two-way, hands free communication system compliant with CT state laws and regulations shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired.
 - (2) A vehicle with an inoperative two-way communication system shall be placed out-of-service until the system is repaired or replaced.
 - b. Have climate control systems adequate for the heating and ventilation needs of both driver and passengers. Any vehicle with a non-functioning climate control system shall be placed out-of-service until repaired.
 - c. Have functioning, clean, and accessible seat belts for each passenger seat position. Seat belts shall be stored off the floor when not in use. The Contractor shall identify providers that have seatbelt extenders, and shall assure an effort is made to arrange for vehicles with seatbelt extenders when requested by Members.
 - d. Have functional door handles on all doors.
 - e. Have an accurate speedometer and odometer.
 - f. Have functioning interior light(s) within the passenger compartment.
 - g. Have adequate sidewall and ceiling covering.
 - h. Have two exterior side view mirrors, one on each side of the vehicle.
 - i. Have one interior mirror for monitoring the passenger compartment.
 - j. Have clean exteriors that are free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents that detract from the overall appearance of the vehicle.
 - k. Have clean interiors that are free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and free of dirt, oil, grease or litter.
 - l. Have the transportation provider's name and vehicle number prominently displayed.
 - m. Have a bottom seat cushion for each seat, with the exception of transit vehicles.
 - n. Have devices in place to secure wheelchairs or other personal mobility devices, as applicable to the vehicles licensed level of service.
 - o. Are capable of securing child safety seats that meet applicable state and federal guidelines as may be required by State or Federal law.
5. **Scent-Free Vehicles**
 - a. The Contractor shall assure an effort is made to arrange for scent-free vehicles for every transport mode when requested by Member(s); and
 - b. The Contractor shall require providers to reduce smoke residue in vehicles and consider requiring the use of smoke free vehicles.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Driver Conduct

The Contractor shall assure that all drivers act in a professional manner at all times, and are licensed, qualified, competent, and courteous. The Contractor shall apply the following standards to all drivers.

1. All drivers shall:

- a. Interact in a professional manner. This includes at a minimum protecting Member confidentiality, avoiding offensive language/topics, maintaining an appropriate professional relationship, and treating Members with respect;
- b. Wear, or have visible, easy-to-read proper company identification;
- c. Be clean and maintain a neat appearance at all times.
- d. Shall exit the vehicle to open and close vehicle doors to assist passengers entering or exiting the vehicle as needed and upon request;
- e. Properly identify and make their presence known at the specified pick-up location. If a curbside pick-up is not apparent or appropriate drivers shall announce their presence to facility staff or the member in another manner.
- f. Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the Member's ability;
- g. Confirm, prior to allowing any vehicle to proceed, that:
 - o Passengers are properly secured in their seat belts;
 - o Infants and children are secured in a car seat by the parent or guardian using a seat or booster,
 - o Secure items such as walkers, strollers or other such items,
 - o Wheelchairs are properly secured to the vehicle, and
 - o Passengers in wheelchairs are properly secured in their chairs.
- h. Provide additional member assistance as appropriate to level of service and corresponding training completed by the driver/staff; upon request of the member for assistance, or as noted in the Member's file, or when necessitated by the Member's mobility status and personal abilities, including:
 - o Curb-to-curb;
 - o Door-to-door;
 - o Door-through-door;
- i. Provide support and direction to passengers as required by the Member's mobility status and physical condition, such as:
 - o Movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift/ramp;
 - o Stowage by the driver of mobility aids and folding wheelchairs;

And only as appropriate for the level of service being provided and the corresponding level of training completed by the staff/driver.

2. Drivers shall not:

- a. Make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity. Drivers shall not respond to or encourage such behavior;

- b. Solicit, accept or provide controlled substances, alcohol, or medications from/to Members or other passengers;
- c. Solicit or accept money or other items of value from Members or passengers;
- d. Use alcohol, narcotics, or controlled substances, or be under their influence of alcohol, narcotics, or controlled substances, while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as:
 - (1) His/her duties can still be performed in a safe manner; and
 - (2) The subcontractor has written documentation from a medical provider licensed to prescribe that the driver's current prescribed medication(s) and other substances which have the potential to adversely affect job performance will not impact the ability of the driver.
- e. Eat food or consume any beverage, other than in a closed beverage container, while operating the vehicle or while involved in Member assistance;
- f. Give food or beverages to Members;
- g. Smoke in the vehicle. The no-smoking rule also applies to all passengers, including Members;
- h. Wear any type of headphones while on duty;
- i. Be responsible for passenger's personal items;
- k. Attempt to influence or restrain Members, their families/guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.
- l. Attempt to influence Members, their families/guardians, or medical providers to obtain additional business.

3. Driver Accountability

- a. In addition to training required for licensing and certification by CT statutes and regulations for the level of service contracted, the Contractor may add to the following recommended training for drivers:
 - o Cardio-pulmonary resuscitation (CPR)/First Aid;
 - o Passenger assistance training, such as ADAPT or PAT;
 - o Defensive driving.
- b. The Contractor and its transportation subcontractors shall:
 - o Assure that all drivers have a valid driver's license and appropriate endorsements, before providing Member services.
 - o Have ready access to all documents listed in this Section of this Exhibit.
- c. The Contractor shall not allow any driver or dispatcher to provide or facilitate any service under this Contract if there is any indication that the driver or dispatcher may pose a risk to the Department's Members.
- d. If the Contractor or the transportation provider receive complaints regarding a particular driver and it is determined that the driver may pose an immediate risk to Members, the Contractor shall:
 - o Direct the subcontractor to immediately remove that driver from transporting Members, pending further review;
 - o Investigate the matter further, to determine the level of risk, if any, to Members posed by that driver;
 - o Determine further steps to be taken, which may include:

- Further Driver training;
- Temporary suspension;
- Termination of that driver's employment with the Contractor or subcontractor for transportation provided under this contract;
- Referral to proper authorities, such as licensing or law enforcement as necessary.
- The Contractor shall direct the subcontractor to immediately remove the driver from performing any services under this Contract, if the Contractor determines that the subcontractor's actions or lack of actions pose a risk to Members.

4. Driver Verifications.

The Contractor shall verify that drivers used in the provision of services under this Contract meet the terms and conditions of this Contract and applicable regulations. These verifications may be done simultaneous with Contractor's Vehicle Inspections.

- a. List of Drivers. The Contractor shall keep, by provider, a list of drivers used for this Contract. This list shall be updated monthly. For each driver, the Contractor shall note the last date that the driver met the qualifications required by this Contract. The Contractor shall assure that each qualification met can be verified by original documentation. The Contractor may add other requirements to this list as the Contractor deems appropriate after approval by the Department.
- b. Initial Verification. The Contractor shall verify that each driver meets the requirements of this Contract, including the appropriate regulatory requirements, before that driver may serve Members under this Contract.
- c. Annual Verifications. The Contractor shall annually re-verify that each driver meets the requirements of this Contract, including the appropriate regulatory requirements, before that driver may serve Members under this Contract
- d. Drivers not passing these verifications shall be immediately removed from serving Members. Each driver shall be re-verified before she or he may serve Members under this Contract.

5. Complaint Initiated Verifications.

- a. When a Member makes a complaint about the qualifications, safety or suitability of a driver, the Contractor is responsible for:
 - Verifying the qualifications of, and investigating the safety and suitability of the involved driver; and
 - Complying with the requirements of Section 3.d of this Exhibit;
- b. Drivers found not meeting the terms of this Contract or applicable regulatory requirements shall be:
 - Immediately removed from serving Members; and
 - Remain so until deficiencies are documented, corrected, and the driver is re-verified.

6. The Contractor shall assure all commercial drivers performing work under this Contract are trained in:

The proper use and installation of child safety seats, as required by CT law. The member is responsible for providing an appropriate child safety seat.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Transportation Performance Standards

The Coordinator shall assure Members receive timely transportation services as described in 42 C.F.R. § 440.170. The Contractor shall comply with the transportation performance standards as presented in this exhibit.

1. **Pickup Wait Time.** The waiting time for a scheduled pickup going to an appointment (A leg) should not exceed fifteen (15) minutes. A Member, under no circumstances, shall arrive more than thirty-minutes prior to appointments, unless this is done at the Member's request.
2. **Drop-off Time.** The Contractor shall assure Members arrive on-time for their appointments. The Contractor shall assure that Members are not delayed in arriving at a medical appointment due to a delay caused by either the Contractor or a subcontracted provider.
3. **Return Trip Wait Time.** The average waiting time for a scheduled return trip, after an appointment, shall not exceed thirty-minutes (30).
4. **Will-Call.** Will-call trips are not held to the standards listed above. Members choosing will-call services shall be informed by the Contractor of the possibility of longer wait times; up to an hour from the time the Coordinator is notified the member is ready. Will-call trips, being immediate in nature, may result in the availability of fewer resources.
5. **Multi-Passenger.** In cases where there are more than one members travelling together in a single vehicle, none of those members should remain in the vehicle for more than thirty (30) minutes longer than the average travel time required to transport an individual using that mode, from the point of pick-up to the destination. The Contractor shall require the dispatcher/provider to notify the Contractor of any delay more than 30 minutes, the alternative schedule, and of any alternate pick-up arrangements in these situations.
6. **Exceptions**
 - a. Exceptions to the above times may be made for trips with pick-up or destinations outside the Member's local community.
 - b. Exceptions may also be made due to unusual situations such as exceptional distances in rural areas or other situations beyond the control of the Contractor.
 - c. Exceptions shall be documented in the Member's file.
7. **Delays**
 - a. The Contractor and subcontractor shall not be reimbursed for trips where the Member arrives late for their appointment, such that the healthcare provider cannot provide covered services.
 - b. In the event a delay renders the Member late for their appointment or causes them to miss the appointment, details of the occurrence and resolution must be documented in the Members file and recorded in the utilization database.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Subcontracts with Transportation Service Providers

The Contractor shall provide transportation services through written subcontracts, that include at a minimum, the following terms and conditions that:

1. Require the inclusion of pertinent portions of this Section of this Exhibit in all written sub-subcontracts or other agreements between the subcontractor and its drivers and dispatchers.
2. State clearly the functions to be subcontracted by the Contractor, including services and activities covered under the subcontract.
3. Contain language that subcontractors shall have the following terms and conditions regarding the gathering and use of Member information:
 - o That only the minimal information necessary to provide services shall be requested of Members.
 - o That any Member information gained shall be protected from unauthorized disclosure, in order to assure confidentiality of Member information and medical records in compliance with HIPAA and any other state or federal disclosure requirements.
4. Identify the parties to the subcontract (e.g., name, address, type of organization) and identify their legal basis to do business in the State of CT.
5. Contains language that requires subcontractors to have procedures in place for the prevention, detection, and reporting of suspected fraud and abuse.
6. Describe the payment method, including applicable rates.
8. Require that the subcontractor remit amount due to subcontractor's transportation providers no later than ten (10) calendar days after receipt of the Contractor's monthly payment for transportation services.
9. Contain a quality control clause.
10. Include requirements that each transportation provider maintains sufficient liability insurance to meet the requirements of CT State law and the Terms and Conditions of this Contract regarding insurance coverage.
11. Require subcontractor agreements comply with employer liability, worker's compensation, unemployment insurance, social security, and any other state taxes applicable to the transportation providers.
12. Provide the Department access to information and records for six (6) years following the expiration or termination of such subcontract, sufficient to document services provided under this Contract including billing and accounting information.
13. Prohibit subcontractors from seeking payment from the Department, or any of its Members, or any other Contract service provider, for services performed under the subcontract.
14. Prohibit subcontractors from offering or making any payment or other form of remuneration, including any kickback, rebate, cash, gifts, or service in kind to the Contractor in order to influence referrals or subcontracting for transportation provided to Member. See 42 CFR Section 170.
16. Require the subcontractor to return, within thirty days of Contractor's or subcontractor's discovery, any and all payments for trips delivered by an unauthorized driver and/or vehicle.

- 17.** Require the subcontractor to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activities to be performed under this Contract.
- 18.** Require the subcontractor to comply with Quality Assurance Activities.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK

Notice of Action, Denial Notice, Appeals and Administrative Hearings

1. General Requirements

- a. The requirements for the content and issuance of Notices of Action and Denial Notices, and the processes for Appeals to the Contractor and thereby to the Department’s Office of Legal Counsel, Regulations and Administrative Hearings which are mandated by state and federal regulations.
- b. To the extent that there are changes in state or federal regulations that affect these requirements or policies, the Contractor shall be required to modify the processes at the direction of and with the approval of the Department.

2. Notices of Action and Denial Notices

- a. The Contractor shall meet or exceed the Notice of Action and Denial Process Requirements as specified in this Section. The Contractor shall submit to the Department for its review and approval, a Member Appeals Process including policies and procedures related to the administration of Notices of Action, Denial Notices, and internal appeals processes in accordance with this section.
- b. The Contractor shall generate Notices of Action and Denial Notices specific to each type of action. For NEMT, the Contractor shall issue notices for denials, partial denials, and the call ahead procedure, on the approved notice as applicable. A partial denial includes approval of a level of transportation that that is not the same type that is requested by the member. These requests also include additional requests and/or re-authorization requests. Notices shall be communicated in writing and sent out as expeditiously as possible, but no later than three (3) business days following the date of the decision.
- c. The Department shall provide the Contractor with templates for the Notices of Action and Denial Notices required by this section. The Department shall provide templates for the following: Notice of Action pertaining to Denials/Partial Denials for NEMT; Notice of Action pertaining to Termination, Suspension, Reduction for NEMT, Notice of Action pertaining to the Call Ahead Procedure, and the Appeals/Administrative Request form for NEMT. The Contractor shall submit final standardized Notices of Action and Denial Notices to the Department for review and approval, the format and content of which may not be altered without the prior written approval of the Department. All notices shall include the specific reason for denial in both English and Spanish. The Contractor shall use the Department’s instructional “What You Should Know” Fact Sheet on how to complete the Appeals Request forms for submission, which shall also be included in the packet sent to the member. The forms issued to a member would include the following:

Program: Non-Emergency Medical Transportation

Medicaid: Completed NOA for Denials/Partial Denials

Or

Completed NOA for Termination,
Suspension, or Reduction of services

Or

Completed NOA for Call Ahead Procedure

Appeal: DSS Hearing Process and Instructions sheet

“What You Should Know” Fact Sheet

- d. The Contractor shall mail the applicable notice to one of the following individuals:
- e. The member, if the member is 18 years of age or older and, if applicable, the member's conservator or guardian;
- f. The member's head of household or member's parent or guardian if the member is under the age of 18; or
- g. The Contractor shall require and advise members that the member may file an appeal in writing within sixty (60) days of the receipt of the notice on a form provided by the Department. Appeals may be filed by the member; the member's authorized representative, a conservator or guardian, or the member's parent or guardian if the member is under the age of 18.
- h. The Contractor shall track in a database all cases. Daily reports shall be run from this database. Decisions to deny, partially deny, terminate, suspend or reduce services shall be entered into a database. All Notices of Action and Denial Notices, with appropriate appeals rights, shall be generated from this database. All letters shall be generated within three (3) business days of the completed request. The notices shall follow the verbal notification of the decision to the member in instances when the circumstances require immediate response back to the member.
- i. The Contractor shall complete a quality control check on 100 percent of all Notices of Action and Denial Notices. The Quality Control Check must be performed by an individual(s) with specific training on the contractual and legal requirements for notices and processes for each of the programs. Letters generated shall be compared with the report of all cases that have been sent to a Peer Advisor to assure that letters are generated for all denials, partial denials, terminations, suspensions and reductions, within one business day of the decision. Letters shall be reviewed for accuracy in format and for content against a checklist.

3. Continuation of Benefits Pending Appeal

- a. If the Contractor terminates, suspends or reduces an existing authorization for services being provided to a Medicaid member, the member has a right to continuation of those services, provided that the member files an appeal/hearing request within ten (10) calendar days of the date the NOA is mailed to the member, 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. The right to continuation of services does not apply to subsequent requests for approval that result in denial of the additional request or reauthorization of the request at a different level than requested.

4. Contractor Appeals Process – Routine

- a. The Contractor shall develop and implement a timely and organized appeal process to resolve disputes between the Contractor and members concerning the Contractor's denial/partial denial, termination, suspension, or reduction of services, or call ahead procedure for Medicaid members using NEMT. Such processes shall include the development of written policies and procedures for appeals. The Contractor shall maintain a record keeping system for appeals, which shall include a copy of the appeal, the response, the final resolution and supporting documentation.
- b. The Contractor shall designate one primary and one back up contact person for its appeal/administrative hearing process.
- c. The process for pursuing an appeal and for requesting an administrative hearing shall be unified for Medicaid members. The Contractor and the Department shall treat the filing of a NEMT appeal as a simultaneous request for an administrative hearing.
- d. Appeals by Medicaid members shall be mailed or faxed to a single address within the Department. The Department shall fax a request for expedited review to the Contractor within one business day of receipt by the Department when the member's appeal contains a request for expedited review. The fax will include the date the member mailed the appeal. If the Contractor receives an appeal form, the Contractor shall date stamp and fax the appeal to the appropriate fax number at the Department within two (2) business days.

- e. The Department shall schedule an administrative hearing within thirty (30) calendar days of Receipt of the appeal and notify the member and Contractor of the hearing date and location. If a member has a disability, the hearing may be scheduled at the member's home, if requested by the member.
- f. The Department shall date stamp and forward the appeal by fax to the Contractor within two (2) business days of receipt. The fax to the Contractor will include the date the member mailed the appeal to the Department. The postmark on the envelope will be used to determine the date the appeal was mailed.
- g. An individual(s) having final decision-making authority shall render the Contractor's appeal decision.
- h. An appeal may be decided on the basis of the written documentation available unless the member requests an opportunity to meet with the individual or individuals making that determination on behalf of the Contractor and/or requests the opportunity to submit additional documentation or other written material.
- i. If the member wishes to meet with the Contractor's decision-maker, the meeting can be held via telephone or at a location accessible to the member. Subject to approval of the Department's Regional Offices, any of the Department office locations may be available for video conferencing.

5. The Contractor shall

- a. Attempt to resolve the appeal at the earliest point possible, but no later than thirty (30) days following the filing of the appeal.
- b. Resolve all NEMT appeals no later than the date of the administrative hearing or within thirty (30) days of the filing of the appeal, whichever is earlier.
- c. The Contractor's written appeal determination shall include the member's name and address; the provider's name and address; the Contractor's name and address; a complete description of the information or documents reviewed by the Contractor in rendering its decision; a complete statement of the Contractor's findings and conclusions, including a citation to the legal authority that is the basis of the appeal determination; a clear statement of the Contractor's disposition of the appeal; and a statement that the member has exhausted the Contractor's internal appeal procedure.
- d. The appeal determination shall be responded to in the language that the appeal was submitted.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Policies and Procedures Manual

The Contractor shall establish written policies and/or procedures, subject to Department review and approval.

1. The Contractor shall develop and implement written procedures to determine whether fixed-route public transportation is accessible to, and appropriate for, Members requesting transportation services. Such procedures will take into account the distance from scheduled stops at facilities or service providers, the age and abilities of the Members, any physical or cognitive impairment, inclement weather conditions, and other pertinent factors.
2. The Contractor shall establish written internal policies and/or procedures to assure compliance with all state and federal Confidentiality and Nondisclosure requirements.
3. The Contractor shall establish a procedures manual that describes the Contractor's oversight procedures to monitor and resolve complaints. The Contractor must maintain records of all complaints received. The procedures shall include at a minimum, procedures for registering and responding to complaints in a timely fashion, documentation of the complaints, the actions taken, and procedures to address the complaint.
4. The Contractor shall establish policies and procedures for monitoring subcontracted transportation providers to assure driver conduct and transportation vehicle standards are met as established in exhibits C-3 and C-4.
5. The Contractor shall establish quality assurance procedures that shall be used to monitor and obtain feedback from Members and healthcare providers on the quality of the transportation services provided. The quality assurance plan shall include, but not be limited to, driver conduct, vehicle safety, and customer service. The contractor shall establish committees with family, consumer, and provider representation to provide advice and guidance to the Department and the Contractor regarding the services under the contract.
6. The Contractor shall establish a procedures manual that shall be used to monitor the timeliness of the transportation services provided as required by CFR 440.170.
7. The Contractor shall establish policies that describe how they will provide transportation for recipients who need dialysis and other critical medical care during adverse weather conditions such as severe flooding or winter storms.
8. The Contractor shall develop and maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. These policies must address the Contractor's oversight and review of these incidents, and shall assure that staff has proper orientation and training to respond to, report, and prevent incidents. These policies and procedures will be provided to the Department for review and approval.
9. The Contractor shall have procedures in place to address the return trip for a Member whose medical appointment or treatment has gone past the time of the scheduled pick-up, when a prearranged pick up time exists, and the original subcontracted provider has left the pick-up location.
10. The Contractor shall develop policies for Members whose demonstrated noncompliant behavior requires corrective action. These corrective action policies shall not allow for the suspension or termination of services to a Member, but may offer restricted service modes when necessary. The reduction to fewer modes will be time-limited with a stated time for review and assessment of this action, with the expectation of lifting the restriction.
11. The Contractor shall develop policies to prevent, detect, investigate and report potential fraud and abuse occurrences.

- 12.** The Contractor shall send a Written Notice Form within 30 days after the effective date of a mode change due to noncompliance for any length of time. These policies shall be forwarded to THE DEPARTMENT for prior approval.
- 13.** The Contractor shall have corrective action procedures in place to address the behavior of their subcontractors. These policies shall include corrective actions for drivers, as established in Exhibit C-4, Driver Conduct.
- 14.** The Contractor shall update all written materials within 15 business days after an NEMT program or policy change.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Monitoring Reports

The Contractor shall submit a monthly monitoring report to THE DEPARTMENT by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by the Department's Transportation Program Manager. The Contractor shall submit such reports in the format and medium requested by the Department.

1. a. Data Tracking and Utilization System. The Contractor shall establish and maintain a database capable of providing monthly utilization data to the Department. The Contractor shall submit utilization data to the Department.
 - b. The Contractor will provide access and applicable training to the Department's staff for all systems utilized under this contract.
2. Customer Services Center Report

The Contractor shall submit a customer services center report that identifies the telephone data for the normal business hours (Monday through Friday, 8 hours a day minimum):

 - a. Total number of incomplete calls that get busy signals
 - b. Monthly number of phone calls abandoned, listed by:
 - o Incoming
 - o From queue
 - o Average time to abandon
 - c. Total delay time (in minutes, seconds) prior to being answered by an agent.
 - d. Total number of calls completed (answered by an agent).
 - e. Average call length.
 - f. Average hold time
 - g. Average after-call work time.
 - h. Average number of daily phone calls received.
 - i. The amount of telephone system inoperable time, in excess of one (1) hour, per incident.
3. Transportation Data Report. The Contractor shall submit transportation data that identifies:
 - a. The unduplicated number of members served.
 - b. The number of trips provided by mode.
 - c. The percentage of trip verifications. Provide summary information detailing any improprieties that were discovered, and the efforts taken to correct them.
 - d. Number of trips denied by reason denied.
 - e. Number of trips scheduled.
 - f. Number of trips canceled or rescheduled with at least 24 hours notice.
 - g. Number of member no-shows (i.e. cancelled at the door; the transportation provider attempted pickup).
 - h. The list of the "most costly" Members, (number to be determined by the Department).
 - i. The number of trips completed, no show, and late by each transportation subcontractor,;
 - j. The rates table for all providers of trips under this Contract.
4. Complaint/Grievance Report. The Contractor shall submit complaint data that identifies:
 - a. The number and percentage of complaints compared to total number of trips provided.
 - b. The number of complaints by provider.
 - c. The number of complaints by category, as approved by the Department and including the

- aggregate number of complaints
 - d. Complaint resolution
 - e. Average length of time to resolve a complaint
 - f. Additional information, including but not limited to specific complaints, as determined by the Department.
5. Quality Assurance Report. The Contractor shall submit a Quality Assurance Report that summarizes information collected from the Quality Assurance plan and describes how the information will be used to improve services.
 6. Subcontractor Report
 - a. The Contractor shall submit a Subcontractor Monitoring Report that provides information collected from the Contractor's monitoring of their transportation providers as outlined in Exhibit C-6, Subcontracts with Transportation Service Providers.
 - b. The Contractor shall submit a Subcontractor summary report to be delivered semi-annually by the agreed upon dates. The report shall include at a minimum:
 - o For livery, taxi, van, wheelchair livery, invalid coach or similar provider - provider name and number, each vehicle's make/model/VIN and plate, mode vehicle used for;
 - o For Companion mileage - Agency name and ID, number of staff providing transportation, plate
 - o For volunteers - the number of volunteers.
 7. Claims Aging Report – will include all claims as of the end of the quarter and include the claim status and aging category.
 8. Other Reporting Requirements. The Contractor shall deliver to the Department any records within five (5) business days if requested by the Department in writing. If the Department requests that such records be submitted in a specific format, the delivery date to the Department will be negotiated.
 9. And other reports necessary for the NEMT Program monitoring.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Data Tracking and Utilization System Tool

The Contractor shall establish and maintain a database capable of providing utilization data to the Department as outlined in Exhibit C-9, Reporting Requirements. The system must be capable maintaining multiple addresses and phone numbers and of keeping a history of addresses and phone numbers for members.

The Contractor shall provide the Department with an electronic record for trip authorized under this contract. The file format and additional detail will be mutually agreed upon by the Contractor and the Department. Files will be delivered to the Department by the 20th day of the month after payment for services. File fields shall include, but may not be limited to the following:

Contractor name/ID	Address of destination
Member Medicaid ID	Type of destination
Member name	Mileage
Member Date of Birth	Mode of transportation
Member eligibility code	Transportation provider name/ID
Member mobility status	Trip ID
Aid/escort/infant with member	Medical service associated with trip
Individual or shared ride	Medical provider name
Date of trip	Medical provider type/specialty of service
Address of trip origin	Cost/payment
Type of origin location	

- o A separate file may be required for ground ambulance trips authorized by the Contractor.
- o Money Follows the Person (MFP) trips are excluded from the above files.
- o An additional file may be required to for the Department's Data Warehouse (DW).

The (DW) is the central repository for Medical program data. The DW accepts extract from different source systems and organizes all Medical data for the purpose of reporting and analysis. The DW is an Oracle database. It can accept data in multiple formats. Files may be loaded as often as twice a month.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Performance Sanctions

1. Failure to meet standards will result in a sanction against the Contractor. In addition to sanctions related to a failure to meet the standards noted in this Exhibit, the Department reserves the right to impose sanctions for other conduct of the Contractor, including monetary sanctions for:
 - o failure to adhere to Medicaid or other applicable program requirements,
 - o acts or omissions that could result in harm to a Member,
 - o and other conduct that constitutes noncompliance with the Contract or state or federal regulatory requirements.
2. The Department shall regularly review standards to determine if the Contractor is meeting them. In the event that the Contractor fails to meet a standard, the Department will issue a written sanction notification for each occurrence. The Department shall have the sole authority to determine whether the Contractor has met, exceeded or fallen below any or all of the Performance Standards.
3. The Department shall adjust the Contractor's payment for each sanction to be paid within thirty (30) business days of the date of the written sanction notification from the Department to the Contractor.
4. The Department shall review and approve the development of, modification to and implementation of corrective action plans.
5. Implementation of any sanction provision or the decision of the Department to refrain from implementation shall not be construed as anything other than as a means of further encouraging the Contractor to perform in accordance with the terms of the contract.
6. Implementation of a sanction provision is not to be construed as the Department's sole remedy or as an alternative remedy to the specific performance of the contract requirement and/or injunctive relief.
7.
 - a. Reports, as noted in Exhibit C-9 or elsewhere in the Contract, that are provided to the Department past the agreed upon date due, without the Department providing an extension in advance, will be considered late. Each receipt of a late report will result in a sanction of \$100.00. The Contractor shall not be penalized for reporting delays that are a consequence of delays that are the fault of the Department. Should this continue to be imposed for each day late?
 - b. A sanction of \$500 per occurrence whenever the Contractor fails to record and/or respond to a complaint as required in the contract.
 - c. Any time a member, or their representative, has provided appropriate documentation to the Contractor to support that they may not have a shared ride or multi-loaded ride, and are not provided with the appropriate mode of transportation; a sanction of \$1000 per occurrence will result.
 - d. Utilization of a transportation provider who has been excluded from the Medicaid program for fraud or abuse shall result in a sanction in the amount of five thousand dollars (\$5,000) per contract.

- e. Utilization of a transportation provider or driver who is not appropriately credentialed for the level of service being provided, per trip assignment by the Contractor, shall result in a sanction of \$1,000 per trip.
- f. Failure to meet the Customer Services Center performance standards, as defined in Exhibit C-, shall result in the Department imposing a sanction of \$ per standard not met per month.
- g. A sanction of \$1,000 per occurrence will be imposed when a Member is waiting over one (1) hour for a pick up or over three (3) in the case of a hospital discharge.
- h. Failure to adhere to the incident and accident reporting requirements. \$ per incident or accident not reporting timely.

NON-EMERGENCY MEDICAL TRANSPORTATION
STATEMENT OF WORK
Performance Incentives

The specific details of the measures will be determined upon award of the contract and are dependent upon, to some extent, the Coordinator's methods, processes and systems proposed. The total incentive available is 5 % of the approved administrative budget. Examples of performance measures include, but are not limited to the following:

1. Meeting member satisfaction rates, based upon the methodology proposed by the Contractor and approved by the Department to obtain member, facility, and provider satisfaction.
2. On time performance for all trips provided by subcontracted providers (does not include public transportation, gas reimbursement, and Companion mileage).
3. Ability of the Contractor to expeditiously connect members to public transportation, so that members do not miss appointments or require a higher level of service due to delays in delivery of public transportation.
4. Unfulfilled trips by mode shall not exceed .25% of total trips by livery, invalid coach, wheelchair accessible livery, and ambulance.

Performance incentives will be reviewed the Department periodically with an eye toward how incentives move the program forward. The Department may propose new incentives periodically, but not more than annually. The development of new incentives will be in collaboration with the Contractor. Failure of the Department and Contractor to come to agreement on performance incentives will result in the elimination of incentives from the contract until such time that the parties come to an agreement.

Draft Department NEMT Policies

A. Non-emergency transportation - General

The Department covers non-emergency transportation to and from covered healthcare services, subject to the limitations and requirements in the Code of Federal Regulations (42 CFR 431.53 and 42 CFR 440.170) and the state plan.

B. Definitions

The following definitions apply to non-emergency medical transportation. Unless otherwise defined, medical terms are used as commonly defined within the scope of professional medical practice in the state of Connecticut.

- **Broker** - An organization or entity contracted with the Department to arrange and manage non-emergency transportation services for department Members to and from Medicaid Covered Services.
- Coordinator – See Broker
- Continuity of care - Addresses a Member's medical condition requiring ongoing treatment
- Drop off point - The location authorized by the transportation coordinator for the Member's trip to end.
- Escort - A person authorized by the transportation coordinator to be transported with a Member to a healthcare service. An escort may be authorized depending on the Member's age, mental state or capacity, safety requirements, mobility skills, communication skills, or cultural issues.
- Guardian - A person who is legally responsible for a Member and who may be required to be present when a Member is receiving healthcare services.
- Local community - The location in or nearest to the Member's city or town of residence.
- Local provider - The provider within the Member's local community who fulfills the requirements of the healthcare appointment. The provider may vary by medical specialty, acceptance of the Departments' Members, and whether third party participation is involved
- Mode – A method of transportation that an individual Member can use in a specific situation. Examples include, but are not limited to, the following:
 - Walking or other personal conveyance;
 - Mass transit (public bus or train) and paratransit (public bus service offered under the Americans with Disabilities Act or ADA).;
 - Personally-owned vehicles, such as assistance through mileage reimbursement;
 - Volunteer drivers;
 - Regulated vehicles, such as taxis;
 - Common carrier, such as airport shuttles, charter buses and intercity buses;
 - Passenger vehicles, such as cars and vans that are not modified that can be used by people who do not need mobility aids such as walkers and wheelchairs;
 - Accessible vehicles that are modified to allow use by people with mobility aids;
 - Invalid coach – as complies with Department of Public Health regulations
 - Commercial ground, rail and air; and
 - ground and air ambulance
- **Noncompliance or Noncompliant** means a Member:
 - Fails to appear at the pick-up point of the trip at the scheduled pick-up time;
 - Misuses or abuses the Department paid medical, transportation, or other services;
 - Fails to comply with the rules, procedures, and/or policies of the Department, the Department's transportation coordinator, the coordinator's subcontracted transportation providers, and healthcare service providers;
 - Poses a direct threat to the health and/or safety of self or others; or

- Engages in violent, seriously disruptive, or illegal conduct.
- Pickup point - The location authorized by the Department's transportation coordinator for the Member's trip to begin.
- Return trip - The return of the Member to the Member's residence, or another authorized drop-off point, from the location where a covered healthcare service has occurred.
- Service mode - The method of transportation the Coordinator selects to use for the Department's Member.
- Trip - Transportation one-way from the pickup point to the drop off point by an authorized transportation provider.
- Transportation provider means an individual or company under contract with a coordinator, for the provision of trips.
- Urgent care means an unplanned appointment for a covered medical service with verification from an attending physician or facility that the Member must be seen that day or the following day.

C. Non-emergency Transportation Coordinator and Provider Requirements

- (1) The Department's contracted transportation coordinator:
 - (a) Must determine the level of assistance needed by the Member (e.g., curb-to-curb, door-to-door, door-through-door, hand-to-hand) and the service mode of transportation to be used for each authorized trip;
 - (b) Must select the lowest cost available alternative or mode that is both appropriate and accessible to the Member's medical condition and personal capabilities; and
- (2) The Department requires:
 - (a) Contracted transportation coordinator to comply with the terms specified in their contracts;
 - (b) Contracted coordinator and subcontracted transportation providers to be licensed, equipped, and operating in accordance with applicable federal and state laws;
 - (c) Contracted transportation coordinator to:
 - (i) Screen their employees and subcontracted transportation providers and employees prior to hiring or contracting, and on an ongoing basis thereafter, to assure that employees and contractors are not excluded from receiving federal funds as required by 42 U.S.C. 1320a-7 and 42 U.S.C. 1320c-5; and
 - (ii) Report immediately to the Department any information discovered regarding an employee's or contractor's exclusion from receiving federal funds in accordance with 42 U.S.C. 1320a-7 and 42 U.S.C. 1320c-5.
 - (d) Drivers and passengers to comply with all applicable federal and state laws and regulations during transport.

D. Non-emergency medical transportation – Member eligibility

The Department pays for non-emergency transportation for eligible Medicaid Members to and from healthcare services, when the healthcare service(s) meets medical necessity and is a Medicaid covered service.

E. Non-emergency transportation - Member requirements

- (1) Members must be compliant with the rules, procedures and/or policies of the Department's transportation coordinator, the coordinator's subcontracted transportation providers and healthcare service providers. A Member must also be compliant with applicable state and federal laws during transport. A Member who is noncompliant may have limited transportation service mode options available.

- (2) Members must request, arrange and obtain authorization for transportation at least two business days before a healthcare appointment, except when the request is for an urgent care appointment or a hospital discharge.

F. Non-emergency Transportation – Covered Trips

- (1) The Department covers non-emergency transportation for medical assistance Members to and from healthcare services when all of the following apply:
 - (a) The healthcare service is:
 - (i) Covered as defined in the state plan; and
 - (ii) Within the scope of coverage of the eligible Member's specific benefit;
 - (b) The healthcare service is medically necessary as defined in section 17b-259b of the Connecticut General Statutes;
 - (c) The healthcare services must be provided by a department contracted provider. See F 2 of this section for exception.
 - (d) The service mode is the lowest cost available service mode that is both appropriate and accessible to the Member's medical condition and personal capabilities; and
 - (e) The trip is:
 - (i) A minimum of three-quarters of a mile from pick-up point to the drop-off point;
 - (ii) Authorized by the coordinator in advance of a Member's travel; and
 - (iii) Limited to the local provider unless there is no local provider for the services or other medical necessity criteria are met;
 - iv) Limited to one roundtrip per day, with the exception of multiple medical appointments necessitating multiple trips or trip legs.
 - v) Not from outside of CT to CT unless it is the return portion of an approved round trip, or the trip is from an inpatient or residential facility to an inpatient or residential facility in CT for further treatment.
- (2) If the healthcare service is paid for by a third party, Veteran's Administration, Medicare, other insurance, charitable or other voluntary program (etc., Shriners), subsection (1)(c) of this section does not apply.
- (3) The following service categories are subject to the following exclusions and limitations:
 - (a) Medical equipment, durable (DME) – Non-emergency transportation is not provided for DME services, unless the DME equipment needs to be fitted to the Member.
 - (b) Pharmacy

G. Non-emergency Transportation – Intermediate Stops or Delays

- (1) The Department does not pay for any costs related to intermediate stops or delays that are not directly related to the original approved trip, including trips that would or did result in additional transportation costs due to Member convenience.
- (2) The Department's transportation coordinators may authorize intermediate stops or delays for Members that are directly related to the original approved trip if the transportation coordinator determines that the intermediate stop is likely to limit or eliminate the need for supplemental covered trips.
- (3) The Department considers the following reason to be related to the original trip:

Transportation of the Member to and from an immediate subsequent medical referral/appointment;

H. Non-emergency Transportation – Local community and trips outside Member’s local community

- (1) Members may be transported only to a provider in the Member’s local community. The Department’s coordinator is responsible for considering and authorizing exceptions.
- (2) Transportation coordinator may refer a request to transport a Member to a provider outside the Member’s local community for covered healthcare services to the Department’s medical director or the medical director’s designee for review and/or authorization.
- (3) The Coordinator may transport a Member to a provider outside the Member’s local community for covered healthcare services when the following apply:
 - (a) The healthcare service required by the Member is not available within the Member’s local community. If the service to be obtained is not available locally, transportation may be authorized to a provider the nearest location where the service can be obtained; or
 - (b) The Member has provided documentation to the Coordinator from their primary care provider (PCP), specialist or other appropriate provider verifying the medical necessity for the Member to be served by a healthcare provider outside of the Member’s local community; or
 - (c) The healthcare service is paid by a third party payer who requires or refers the Member to a specific provider within their network and the total cost including transportation to the Department is lower when the healthcare service is obtained outside of the Member’s local community; or
 - (d) The total cost including transportation to the Department is lower when the healthcare service is obtained outside of the Member’s local community; or
 - (e) A charitable or other voluntary program (e.g., Shriners) is paying for the Member’s healthcare service. The healthcare service must be received in the State of Connecticut or a recognized border provider; or
 - (f) A provider outside the Member’s local community has been issued a global payment by the Department for services the Member will receive; or
 - (g) The transportation to a provider outside the Member’s local community is required due to a specific medical condition or current ongoing course of treatment which requires continuity of care. The physical relocation of a Member or provider, independent of other factors, does not constitute a need for the Member to continue to be served by a specific provider or facility.
 - (i) Members must provide sufficient medical information to the non-emergency medical transportation coordinator and/or the Department justifying the need for transportation to a provider outside the Member’s local community for a specific medical condition or current ongoing course of treatment. This documentation must be provided by the Member’s primary care provider, specialist or other appropriate healthcare provider.
 - (ii) The healthcare appointment must be related to the specific condition or ongoing course of treatment in order for the coordinator authorize transport to the provider outside the Member’s local community.
 - (h) A non-emergency transportation coordinator makes the determination as to whether a continuity of care issue exists after receiving documentation from the Member’s healthcare provider(s) and consulting with the Department. The

medical transportation Coordinator in consultation with the Department uses criteria that includes, but are not limited to, the following specific medical conditions or ongoing courses of treatment:

- (i) Active cancer treatment;
 - (ii) Recent transplant (within the last twelve months);
 - (iii) Scheduled surgery (within the next sixty days);
 - (iv) Major surgery (within the previous sixty days); or
 - (v) Third trimester of pregnancy.
- (4) The Department does not pay for non-emergency transportation to providers outside the Member's local community if the Member's noncompliance is the reason the local healthcare provider or service is not available.

I. Non-emergency Transportation – Trips Out-of-State/Out-of-Country

Non-emergency transportation is not provided to or from locations outside of the United States and U.S. territories.

J. Non-emergency transportation - Authorization

- (1) All non-emergency transportation must be preauthorized by the Department's contracted transportation coordinator.
- (2) The transportation Coordinator mails a written notice of denial to each Member who is denied coverage of transportation within three business days of the denial.
- (3) A Member who is denied non-emergency transportation under this chapter may request an administrative hearing, if one is available under state and federal law.

K. Non-emergency Transportation - Noncovered

The Department does not provide escorts.

L. Non-emergency transportation - Reimbursement

- (1) To receive payment, the Department's transportation coordinator must authorize all reimbursement for trips in advance of the Member's travel.
- (2) A Member must request reimbursement of prior authorized expenditures for trips within thirty days after his or her medical appointment(s).
- (3) To be reimbursed for mileage, fuel/gas, parking, or tolls the requestor must provide the Department's transportation Coordinator with legible copies of:
 - (a) The operator's driver's license;
 - (b) Current vehicle registration; and
 - (c) Proof of insurance for the vehicle/operator.
 - (d) Parking and toll receipts
- (4) The Department or the Department's transportation coordinator may consider the post authorization and reimbursement of transportation costs when:
 - (a) A Member is approved for a retroactive eligibility period;
 - (b) The transportation costs were not used to meet a Member spend down liability;
 - (c) The transportation costs for which retroactive reimbursement is requested falls within the period of retroactive eligibility;

- (d) The Member received medically necessary services that were covered by their medical program for the date(s) of service for which retroactive reimbursement is requested;
 - (e) The request for retroactive reimbursement is made within sixty days from the date of eligibility notification (*Award letter*), not to exceed eight months from the date(s) of service for which reimbursement is requested; and
 - (f) The transportation cost for which retroactive reimbursement is requested does not exceed the transportation cost that would have been authorized by the transportation Coordinator on the date(s) of service for which reimbursement is requested.
- (5) To be reimbursed for non-emergency transportation services, licensed ambulance and non-ambulance transportation providers must be subcontracted with the Department's contracted Transportation Coordinator and with The Department.
- (6) The Department, through its contracted transportation coordinator, does not pay for non-emergency transportation when:
- (a) The healthcare service the Member is requesting transportation to or from is not a service covered by the Member's medical program.
 - (b) The covered healthcare service is within three-quarters of a mile from the pick-up point, except when:
 - (i) The Member's documented and verifiable medical condition and personal capabilities demonstrates that the Member is not able to walk three-quarters mile distance;
 - (ii) The trip involves an area that the Coordinator considers to be unsafe for the Member or driver; or
 - (iii) The trip involves an area that the Coordinator determines is not physically accessible to the Member.
 - (iv) The environmental conditions combine with the member's health condition(s) demonstrate that the Member is not able to walk three-quarters mile distance.
 - (c) The Member has personal or informal transportation resources that are available and appropriate to the Members' needs;
 - (d) The mode of transport that the Member requests is not necessary, suitable, or appropriate to the Member's medical condition.

[DATA Information](#), embedded as a hyperlink