

**Procurement Notice**  
**State of Connecticut**  
**Department of Social Services**  
**Non-Emergency Medical Transportation**  
**Request for Proposals**  
**NEMT \_RFP\_03302022**

The State of Connecticut, Department of Social Services (The Department or DSS) in accordance with all requirements stated in this RFP, is soliciting proposals to select a qualified organization, with a primary site of operations in CT, to manage and operate the services available to eligible Members of the CT Medicaid Program, and Covered CT Program, through the Department's Non-Emergency Medical Transportation (NEMT) program.

The term of the work shall be 3 years from October 1, 2022 through March 31, 2026, including to this time period the transition time of 6 months. There shall be two (2), one-year extensions options which may be exercised at the sole discretion of the Department.

Additional attributes the Department will require include:

- Knowledge and experience of customer service operations and call center functions;
- Knowledge of laws, regulations, and driver training and other standards and requirements;
- Experience and demonstrated capacity in managing reservations, bidirectional communications processes, and complaint/grievance/appeal processes;
- Experience in developing a comprehensive network of transportation providers, ranging from livery to specialized transport;
- Experience with data collection, analysis, and reporting; and
- Knowledge and experience of management NEMT services for the Medicaid population.

The Request for Proposals (RFP) is available in electronic format on the following websites:

- CTsource Bid Board: <https://portal.ct.gov/DAS/CTSource/BidBoard>
- Department of Social Services' website at: <http://www.ct.gov/dss/rfp>

The DSS is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TTY by calling 1-800-671-0737. The DSS reserves the right to reject all proposals or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

**There is a MANDATORY Letter of Intent due on: 04/08/2022**

**Proposals must be received no later than May 18, 2022 at 2:00 PM Eastern Standard Time**

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## SECTION I – GENERAL INFORMATION

### A. INTRODUCTION

1. **RFP Name.** Non-Emergency Medical Transportation Services (NEMT RFP 03302022)
2. **RFP Summary.** 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 CT State agencies, and municipalities with a minimum of five (5) years managing a non-emergency medical transportation (NEMT) program to submit a proposal to manage Connecticut Medicaid, and Covered Connecticut non-emergency medical transportation services. The entity must have demonstrated leadership experience; extensive large project management skills; and strong knowledge of transportation services specifically, transportation for Medicaid Members.
3. **RFP Purpose.** 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 Contractor, 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 Connecticut Medicaid Program and the Covered CT 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 Covered CT Program also provides NEMT services for Covered CT Program enrollees to travel to medically necessary services covered by the Qualified Health Plan for which the member is enrolled or dental services for which the member is eligible. 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). This RFP is being issued by the Department as the single state agency designated to administer the Medicaid program in compliance with state and federal laws and regulations. The purpose of this RFP is to solicit proposals for a single entity to manage and administer the CT Medicaid NEMT Transportation program which includes the provision of non-emergency transportation services for eligible CT Medicaid Members and Covered CT Program Members under a capitated contract with negotiated 'risk corridors'. Through this procurement the Department is seeking to partner

with an organization that will improve the collection, analysis and reporting of data in our service delivery to derive new insights from such data. 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.

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

- 93000000: Politics and Civic Affairs Services
- 86000000: Education and Training Services
- 85000000: Healthcare Services
- 78000000: Transportation and Storage
- 80000000: Management and Business Professionals and Administrative Services

## **B. ABBREVIATIONS / ACRONYMS / DEFINITIONS**

ADA	The Americans with Disabilities Act of 1990
ASO	Administrative Services Organization
AVRS	Automated Voice Response System
BFO	Best and Final Offer
CHESS	Connecticut Housing Engagement and Support Services
C.G.S.	Connecticut General Statutes
CHIP	Children's Health Insurance Program
CHRO	Commission on Human Rights and Opportunity (CT)
CMS	Centers for Medicare & Medicaid Services
CT	Connecticut
CT BHP	Connecticut Behavioral Health Partnership
DAS	Department of Administrative Services (CT)
DCF	Department of Children and Families (CT)
DMHAS	Department of Mental Health and Addiction Services (CT)
DSS	Department of Social Services (CT)
EPSDT	Early and Periodic Screening, Diagnostic and Treatment
FOIA	Freedom of Information Act (CT)
FTP	File Transfer Protocol
HIPAA	Health Insurance Portability and Accountability Act
HUSKY	Healthcare for Uninsured Kids and Youth (AKA the CT Medicaid and CHIP Programs)
IRS	Internal Revenue Service (US)
IVR	Interactive Voice Response System
LEP	Limited English Proficiency
MH	Mental Health
MIS	Management Information System
MMIS	Medicaid Management Information System
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)

P.A.	Public Act (CT)
POS	Purchase of Service
QM	Quality Management
RFP	Request for Proposal
SEEC	State Elections Enforcement Commission (CT)
TTY	Teletypewriter
UM	Utilization Management
U.S.	United States

- **Administrative Budget:** Reflects those overhead costs, such as salaries, fringe, equipment, and supplies, to be paid to the Contractor that are not part of the per member/per month payment for transportation services and excludes transportation costs that are not covered by Medicaid, such as transportation provided to Money Follows the Person participants.
- **Appointment:** A meeting or engagement set for a specific time and place, for the provision of a service covered by the Member's Medicaid or Covered Connecticut plan.
- **Attendant:** A person who accompanies a Member to a Medicaid-covered service due to the Member's physical or behavioral needs. An attendant may include a person who aids the Member on a regular basis, such as a personal care attendant, a companion or aide. Also includes a person accompanying a Member during transport because the Member's healthcare provider has determined that the Member requires assistance while being transported.
- **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: Interactive Voice Response System (IVRS), Gainwell Technology's Provider Electronic Solutions (PES) software, and vendor software utilizing the ASC X12N 270/271: Health Care Eligibility/Benefit Inquiry and Information Response transaction.
- **Broker:** The Broker or Contractor serves as the Department's Non-Emergency Medical Transportation broker, in compliance with the requirements of 42 C.F.R. 440.170
- **Contract Manager:** The State of Connecticut employee designated by the Department responsible for fulfilling the administrative responsibilities associated with this contract.
- **Contractor:** A private provider organization, CT State agency, or municipality that enters a POS contract with the Agency because of this RFP.
- **Complaint:** Any written or oral communication to the Contractor from an individual expressing dissatisfaction with some aspect of the Contractor's services, a subcontractor, a transportation provider, or some other aspect of the service system.
- **Covered CT Program:** The Covered CT Program was established by state legislation in sections 15 through 19, inclusive, of Public Act 21-2 of the June 2021 special session

and includes a demonstration waiver program pursuant to section 1115 of the Social Security Act. The intent of this demonstration is to help close the health insurance affordability gap in a cost-effective manner for low-income individuals who earn too much to qualify for Medicaid but not enough to afford coverage through the state's Health Insurance Marketplace, Access Health CT. This demonstration will provide eligible individuals with free Qualified Health Plan (QHP) coverage available through Access Health CT. The State will directly reimburse the plan for the monthly premium and the cost sharing amounts that the enrollee would normally have to pay with the plan, such as out-of-pocket costs for deductibles, copays, and coinsurance. Enrollees will also receive free dental care and non-emergency transportation (NEMT) services, comparable to the benefits under Connecticut Medicaid. No cost sharing requirements will apply to benefits provided under Covered CT. This Demonstration will be available to parents and needy caretaker relatives, and their tax dependents under age 26, and non-pregnant childless adults ages 19 to 64 who have income that is above the Medicaid limit but does not exceed 175% of the federal poverty level (FPL) and enroll in a silver-level QHP available through Access Health CT using federal premium subsidies and cost-sharing reductions.

- **Day:** Except where the term “business days” is expressly used, all references in this RFP will be construed as calendar days.
- **Eligible:** An individual who has been approved by the Department for the HUSKY Health program and is entitled to services under the Medicaid non-emergency medical transportation program. Also, an individual who has been found eligible for the Covered CT program.
- **Eligibility Management System (ImpaCT):** An automated system operated by the Department of Social Services (DSS) for maintaining eligibility information regarding HUSKY Health. It also provides fully integrated data processing support for benefit calculation and issuance, financial accounting, and management reporting.
- **Escort:** A person who accompanies a Member to a Medicaid-covered service, either because the Member is a minor or lacks legal capacity. An escort may be the person with the legal authority to consent to medical treatment for a member who does not have the legal capacity to consent, such as a Guardian or Conservator.
- **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:
- **HUSKY Health:** The State of Connecticut's Medicaid and Children's Health Insurance Programs, which is also known as the Connecticut Medical Assistance Program (CMAP) and includes the following broad coverage groups:
  - ✓ **HUSKY A:** Connecticut's implementation of health insurance under the federal Medicaid program (Title XIX) for children, parents, or relative caretakers., pregnant women and women postpartum.
  - ✓ **HUSKY B:** Children's Health Insurance Program – please note not a Medicaid coverage group.
  - ✓ **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 aged 19 to 64.
  - ✓ **HUSKY Limited Benefit Program:** Connecticut's implementation of limited health coverage under Medicaid for individuals with tuberculosis, for family planning purposes, or for other conditions or circumstances as implemented at the Department's discretion and permitted by state and federal law. The limited benefit for persons with tuberculosis is provided pursuant to Section 1902(a)(10)(A)(ii)(XII) of the Social Security Act and Section 17b-278f of the Connecticut General Statutes. The limited benefit for family planning services is operated pursuant to Section 1902(a)(10)(A)(ii)(XXI) of the Social Security Act. The coverage for these groups is substantially less than the full Medicaid coverage.
- **ImpaCT:** Connecticut's Eligibility Management System
- **Implementation/Start-up:** The period prior to the contract start date during which 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.
- **Key Position:** Managerial or supervisory positions with the Contractor, including but not limited to: Program/General Manager, Call Center Manager, Network Development Manager, Utilization Review Manager, Quality Assurance lead, and Manager of Outreach, Education and Training. Key positions include those that are assigned to the Connecticut NEMT account whose primary focus is the work performed under this contract.



- **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.
- **Medicaid:** The Federal aid program operated under Title XIX under which medical care is provided.
- **Medicaid Management Information System (MMIS):** DSS' automated claims processing and information retrieval system certified by CMS and operated by a Contractor of DSS. It is organized into six function areas--Member, Provider, Claims, Reference, Management and Administrative Reporting subsystem (MAR) and Surveillance and Utilization Review subsystem (SUR).
- **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 condition.
- **Member:** An individual eligible for covered NEMT services under HUSKY Health or the Covered CT Program.
- **Member No-Show:** An occurrence where a Member does not keep an appointment for transportation services and failing to cancel the appointment.
- **Mode:** The method of transportation the NEMT contractor approves for the eligible Member's trip(s).
- **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.
- **Noncompliance or Noncompliant:** An act in which a Member does any of the following: 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 Contractor, the Contractor'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 provide cost-effective non-emergency medical transportation services for individuals eligible for medical assistance under the

Medicaid State Plan or the Covered CT Program 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 will not consider non-responsive Proposals this RFP.
- **Pickup Point or Origin:** The location authorized by the Department's transportation contractor for the Member's trip to begin.
- **Prior Authorization/Pre-authorization:** Refers to the Contractor's process for approving non-emergency transportation services prior to the delivery of the service based on a determination by the Contractor as to whether the requested service is medically necessary or meets other program requirements.
- **Private Provider Organizations:** As per the requirements of this RFP are defined as non-state entities that are either nonprofit or proprietary corporations or partnerships.
- **Program Manager:** The assigned Department program manager, successor, or designee, for the NEMT Program.
- **Proposal:** All material prepared and assembled by a Respondent, and which the Respondent submits in response to this RFP.
- **Proposer:** A private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.
- **Provider No-Show:** An occurrence in which a Contract transportation service provider not keeping an appointment for transportation services.
- **Prospective proposer:** A private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP but has not yet done so.
- **Qualified Health Plan (QHP):** An insurance plan that is certified by Access Health CT and provides Essential Health Benefits, follows established limits on cost-sharing (like deductibles, co-payments, and out-of-pocket maximum amounts), and meets other requirements set by federal law.
- **Script:** The screening protocol to be consistently followed by the Contractor 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.
- **Significant Incident:** 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
- **Static Disability:** A disability that is considered permanent by its nature, history, and severity. There is little or no likelihood that the disability will improve over time.

- **Subcontract:** Any separate agreement or contract between the Contractor and an individual, other than an employee of the Contractor 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 (other than an employee of the contractor) or business entity hired by a contractor to provide a specific health or human service as part of a POS contract with the Agency because of this RFP.
- **Return Trip:** The return of the Member to the Member's residence, or another authorized drop-off point, from the location where the Medicaid covered healthcare service occurred.
- **Routine Scheduled Trips/Standing order:** Trips that are advance reservation trips taken at least once a week by the same member to and from the same origin and destination, on the same day of the week at the same time of day.
- **Transportation Provider:** An individual or company under contract to the Contractor or a public transportation provider used for the provision of trips.
- **Travel Time:** The time spent by a Member from that Member’s pick-up to their 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:** Trips for which an individual requests a trip with less than two (2) full business days (48 hours) 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:** The assessment of the medical necessity for the purpose of authorization of care to a Member. UM is the evaluation of the appropriateness and medical need of health care services procedures and facilities according to evidence-based criteria or guidelines.
- **Will Call:** Describes return trips which occur after a healthcare service/appointment. These are trips for which the pick-up time cannot be determined until the appointment has ended.

## 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: Anila Ceka  
Address: 55 Farmington Avenue, Hartford, CT 06105  
E-Mail: DSS.Procurement@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 at: <http://www.ct.gov/dss/rfp>
- CTsource Bid Board at: <https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any respondent or prospective respondent interested in this procurement check the CTsource Bid Board for any solicitation changes. Interested respondents may receive additional e-mails from CTsource announcing addendums 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

3. **Registering with State Contracting Portal.** It is strongly recommended that Respondents register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered.

Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable
- [Notification to Bidders, Parts I-V](#)
- [Campaign Contribution Certification \(OPM Ethics Form 1\)](#)
- [Consulting Agreement Representation \(OPM Ethics Form 2\)](#)

4. **Contract awards.** 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 the following:

Number of Contracts: 1 (can include subcontractors)

The term of the contract shall be for three (3) years and is anticipated to begin on October 1, 2022 as the start-up period with full implementation on April 1, 2023 and continue for three years from the date of the full implementation date. There shall be two (2) one-year option extensions that may be exercised at the sole discretion of the Department.

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.

**6. Minimum Qualifications of Respondents:**

- a. A minimum of five (5) years managing an NEMT 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. Requirements for Governmental and Non-governmental Entities:**

- a. If the NEMT Respondent is a non-governmental entity, it may not itself be a provider of transportation nor may 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).
- b. If the Respondent is a governmental entity, the individual NEMT service may be provided by the broker, or is referred to or subcontracted with another government-owned or operated transportation provider, but only if such services are generally available in the community, if the conditions as described at 42 CFR 440.170(a)(4)(ii)(B)(4) are met.
- c. 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.
- d. The successful Respondent must be able to meet the requirements as described at 42 CFR Part 440.170 and as amended.

- 8. Procurement Schedule.** 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.

<b>Milestones</b>	<b>Ending Dates</b>
RFP Released	March 30, 2022
Mandatory LOI Submission	April 08, 2022
Deadline Questions Due 4:00 PM Eastern Standard Time	April 11, 2022
(*)Responses to Questions	April 22, 2022
<b>Proposals Due by 2:00 PM Eastern Standard Time</b>	May 18, 2022
(*) Start of Contract (Implementation)	October 01, 2022
(*) Start of Full Contract Operation	April 01, 2023

**9. MANDATORY Letter of Intent.** A Letter of Intent (LOI) is required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal. The LOI must be submitted to the Official Contact by e-mail by the deadline established in the Procurement Schedule. The LOI must be sent on potential Respondent's official business letterhead. The signed Letter of Intent must acknowledge the Respondent's acceptance of the terms and conditions of this RFP.

LOI must include the following:

- A. 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;
- B. The name of the contact person for this RFP;
- C. A statement substantiating that the signatory on the Letter of Intent is authorized to contractually bind the Respondent's organization;
- D. A statement that the Respondent meets the mandatory eligibility requirements per:
  - Licensing and certification requirements;
  - Restrictions on current or former state employees; and
  - Debarment, suspension, exclusion, or ineligibility for participation in Federal Assistance Programs.

It is the sender's responsibility to confirm the designated Official Contact's receipt of the LOI. Failure to submit the required LOI in accordance with the requirements set forth herein shall result in disqualification from further consideration.

**10. Inquiry Procedures.** All questions regarding this RFP or the Department's procurement process must be directed, in writing, to the Official Contact before the deadline specified in the Procurement Schedule. The 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 deemed unrelated to 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 noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish all amendments and addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. **Proposals must include a signed Addendum Acknowledgement, which will be placed at the end of all addenda to this RFP.**

## **11. Proposal Due-Date and Time.**

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

- **Due Date:** May 18, 2022
- **Time:** 2:00 PM Eastern Standard Time

The submission of the electronic copy of the proposal must be emailed to the Official Agency Contact for this RFP to [DSS.Procurement@ct.gov](mailto:DSS.Procurement@ct.gov).

The subject line of the email must read: **NEMT RFP 03302022**

**Proposals received after the due date and time will be ineligible and will not be evaluated.** The Department will send an official letter alerting late respondents of ineligibility.

**THIS IS AN ELECTRONIC SUBMISSION.** Please be aware of the amount of time it may take for an electronic submission to be sent from one server and accepted by another server. Each file sent to the Official Contact, shall not be larger than 35 MB per e-mail.

An acceptable submission must include the following:

- One (1) conforming electronic copy of the original proposal.

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Committee. Unsigned proposals will not be evaluated

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. Only the required Forms identified in the RFP may be submitted in Portable Document Format (PDF) or similar file format.

**12. Multiple Proposals.** The submission of multiple proposals is not an option with this procurement.

**13.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 is exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. In Section IV of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is 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 the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

**14.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 their 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 must 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.”

#### D. PROPOSAL FORMAT

1. **Required Outline.** All proposals must follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents must complete and use the [Cover Sheet](#) form, 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 Section IV.)
4. **Executive Summary.** Proposals must include a high-level summary not exceeding two pages of the main proposal and cost proposal. The executive summary must provide a summarization of the services being offered to meet the Department’s needs, the Respondent’s approach to providing these services, and why this approach is in the best interest of the Department and its Members. The summary must also include the organization’s eligibility and qualifications to respond to this RFP.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in Section IV are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements.** **THIS IS AN ELECTRONIC SUBMISSION.** Submitted proposals must conform to the following specifications:

Paper Size:	Generally, 8½” x 11” in “portrait” orientation. Optionally key graphics, diagrams and flow charts can use 11” x 17” in “landscape” orientation.
Page Limit:	Based on Section IV. Proposal Outline
Print Style:	1 sided.
Font Size:	Minimum of 11-point.
Font Type:	Arial or Tahoma.
Margins:	The binding of all edge margin (top, bottom, right, and left) of all pages shall be a minimum of one and inch (1”).
Line Spacing:	Single-spaced

7. **Pagination.** The respondent’s name must be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, must be numbered consecutively in the footer.

#### 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 with 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). Final funding allocation decisions will be determined during contract negotiation.

- 2. Evaluation Committee.** The Department will designate an Evaluation Committee to evaluate proposals submitted in response to this RFP. The Evaluation Committee will be composed of individuals, Department staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Evaluation Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make a recommendation for an award. The Commissioner of DSS, will make the final selection. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Committee may result in disqualification of the Respondent.
- 3. Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) follow the required Proposal Outline; and (4) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.
- 4. Evaluation Criteria (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 may, at its sole discretion, select Respondents for an oral presentation. Evaluators will evaluate and score the oral presentations of selected Respondents. Only the criteria listed below will be used to evaluate proposals:
  - Technical Proposal
  - Management, Experience, and Qualifications Proposal
  - Budget and Budget Narrative

### **Scoring of Proposals**

The maximum number of points for the evaluation of the written proposal and oral presentation, if applicable is 750.

The following weighting and points will be assigned to the Proposal for evaluation purposes. The evaluation will consist of two distinct phases and, at the Department's option may include an oral presentation.

Phase 1 is the evaluation of the Programmatic components of proposals, including the Technical, and Management Experience and Qualifications sections. A Respondent must achieve a score of 384 or 60 % of the 640 available points in Phase to advance to the review and evaluation of the Financial components of the Proposal and, if applicable, to the oral presentation.

## **PROGRAMMATIC COMPONENTS**

Technical Section: 465 Points

Management, Experience and Qualifications Section: 175 Points

Phase 2 is the evaluation of the Financial Components of the Proposal.

## **FINANCIAL COMPONENTS**

Budget and Budget Narrative: 50 Points

Sub – Total for Phase 1 and 2: 690 Points

**Oral Presentation**, is at the option of the Department 60 Points (if applicable)

**TOTAL: 750 Points**

## **ORAL PRESENTATIONS**

The Department may invite Respondent(s) who scored at least 414 points or 60% of the 690 points for subtotal Phase 1 and Phase 2 to give an oral presentation. Any such oral presentation may be done virtually or in person 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.

Should the Department elect to hold oral presentations, specific items of the written proposal will be selected to be reviewed during the oral presentation to seek additional information from the proposal or to verify that a reporting or tracking system is fully operational and functional. Up to 60 points may be available for the oral presentation.

5. **Respondent Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.
6. **Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the

notification envelope will be considered “day one” of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

- 7. Appeal Process.** Proposers may appeal any aspect the Agency’s competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Agency head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered “day one” of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency 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. 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. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

## SECTION II – MANDATORY PROVISIONS

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### A. POS STANDARD CONTRACT, PARTS I AND II

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

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

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the POS contract. Part II is available on OPM's website at: [http://www.ct.gov/opm/fin/standard\\_contract](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. If a proposer is awarded an opportunity to negotiate a contract with the Department and the resulting contract has an anticipated value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts has an anticipated value of \$100,000 or more, the proposer must inform the proposer's principals of the contents of the SEEC notice.

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

### B. ASSURANCES

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

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer 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 proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer 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 proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.
5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

### C. TERMS AND CONDITIONS

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

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of

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

7. **Presentation of Supporting Evidence.** If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

#### **D. RIGHTS RESERVED TO THE STATE**

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

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.
2. **Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency 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 Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The 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 Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria,

the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.

7. **Clerical Errors in Award.** The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
8. **Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

## **E. STATUTORY AND REGULATORY COMPLIANCE**

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

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
2. **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.
3. **Consulting Agreements, C.G.S. § 4a-81. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "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 contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

4. **Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_11\\_notice\\_only.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf)

5. **Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

6. **Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine



whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

- 7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This 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 authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
- 8. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

## **SECTION III – SCOPE OF WORK**

### **A. PROGRAM OVERVIEW**

The CT Medicaid program provides NEMT services for eligible Medicaid Members to travel to medically necessary services covered under the Medicaid program. Additionally, the Covered CT Program provides NEMT services for Covered CT Program enrollees to travel to medically necessary services covered by the Qualified Health Plan in which the member is enrolled or dental services for which the member is eligible. Federal law requires that state Medicaid programs ensure transportation to and from providers. NEMT was initially described in regulation as an administrative requirement. Congress clarified that NEMT is a statutorily required benefit in the Consolidated Appropriations Act of 2021 (P.L. 116-260). Federal requirements regarding NEMT services are described in 42 CFR S 440.170(a)(4). DSS oversees the NEMT program, including the overall program design.

As the single state agency in CT designated to administer the Medicaid program, the Department is seeking respondents to partner with the Department in the development and implementation of an innovative approach to providing NEMT services. Innovative approaches must include, but are not limited to, a proposed technology platform and model that will augment the Department's efforts to support Members' access to NEMT and Medicaid-covered or QHP-covered health services, ensure high quality services for Members and providers, achieve administrative and operational efficiencies, and appropriately administer utilization.

The Department is interested in the Respondent's plan to use various technologies to:

- Deliver the appropriate level of transportation services to meet the needs of the CT Medicaid Member and Covered CT Program Member populations that range from routine to complex transportation needs;
- Achieve and maintain on-time performance for both A and B legs;
- Effectively address the needs of other health providers in supporting Members in utilizing NEMT;
- Streamline and simplify the program;
- Ensure reliability, responsiveness, and accountability;
- Track NEMT providers in real-time using GPS technology which also alerts Members the driver's location and estimated time of pick-up;
- Maximize efficiencies;
- Solicit, track and report on member experience;
- Implement innovative solutions to address the needs of high volume and/or high-cost services or Members;
- Implement innovative transportation solutions for individuals with complex medical conditions;
- Identify and address service gaps in geographic areas identified as transportation deserts; and
- Continuously track and analyze data to improve the provision of services.
- Additionally, the Department is interested in the Respondent's expertise around the promotion of public transportation. Examples of this include, but are not limited to:

- ✓ Outreach and education, travel training and feeder routes proposed by the respondent to be used to increase the utilization of public transit; and
- ✓ The specific milestones the respondent will set for implementation to best showcase their company's ability to serve our Members in accordance with the department's goals.

NEMT services shall be provided throughout the State for all eligible Medicaid and Covered CT Program Members and shall include but not be limited to: public transportation, personal mileage reimbursement, taxi/livery/sedan, wheelchair accessible vehicles, commercial air, and group or shared rides.

The NEMT program may allow for consumer choice of a contracted transportation provider if such provider is qualified to provide the appropriate level of transportation for the Member; and the Members' choice of transportation provider is available and services the geographic area; and the Transportation Contractor determines that the Members' choice of transportation provider is the most optimal or appropriate transport mode for the Member. The NEMT program requires and shall emphasize that quality services are to be delivered to Medicaid and Covered CT Program Members. The Contractor shall also be required to implement processes to prevent, identify and address fraud and abuse within the NEMT program.

## **B. BACKGROUND**

The Department of Social Services is committed to contracting with an organization that shares our values and goals for the provision for Medicaid reimbursed services, including transportation services through the NEMT program .

DSS is motivated and guided by the Centers for Medicare & Medicaid Services (CMS) "Triple Aim":

- Improving the patient experience of care (including quality and satisfaction)
- Improving the health of populations; and
- Reducing the per capita cost of health care

Correspondingly, the HUSKY Health 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 a statewide Administrative Services Organization (ASO) arrangement for each service, under which the ASO entity enters into performance-based contracts to improve outcomes and care experience. DSS has also implemented care delivery tools that benefit both Medicaid Members and healthcare providers (e.g., Intensive Care Management; Person Centered Medical Homes).

DSS has invested 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 and inform providers about high need Members so that they may be better served.

- **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 Advance Practice Registered Nurse (APRN) support and connections with social services supports. The Department's Primary Care Medical Home Plus (PCMH+) shared savings initiative, was launched in 2017, builds on the current PCMH practice transformation approach to incorporate additional care coordination elements, including behavioral health and dental integration.

- **Building a long-term service 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 relies upon timely, person-centered and high-quality access and transportation to medically necessary medical services through reliable, flexible, and innovative NEMT services. If Medicaid Members cannot effectively schedule and access Medicaid medical, behavioral health and dental services on a timely basis, the Department's successes in person-centered health care delivery will not expand to serve our entire Member population. Those without their own means of reliable transportation may not be able to achieve and maintain their optimal health.

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.

## **C. SCOPE OF WORK**

### **1. Program Scope**

The Department seeks responses to this RFP from qualified organizations to coordinate and manage non-emergency medical transportation services for Members throughout the State.

#### **a. Primary Services to Be Provided**

The Contractor will develop and implement policies and procedures for authorizing, scheduling, managing, and issuing payment for a range of non-emergency medical transportation services. The actual transportation of Members will be provided through subcontracts between the Contractor and transportation providers, or via public transportation. The Contractor will be responsible for payment of transportation provided except for transportation provided by ground and air ambulance providers.

#### **b. Customer Services Center:**

The contractor shall establish and maintain a well-trained call center, in the State of CT, staffed with a sufficient number of customer service representatives (CSR) for taking calls, including 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 calls for NEMT during regular business hours as well as for; 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. If a secondary Call Center is located outside of CT, those call-center employees located outside of CT shall be employed in accordance with Connecticut Public Act 21-2a. The secondary location shall be subject to the same performance requirements as the call center in the State of CT. The CT call center must take a minimum of 51% of total calls answered in each month with the out of state call center location(s) taking no more than 49%. 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).

#### **c. NEMT Models:**

(1) The Contractor shall administer the NEMT benefit for Members non-emergency medical transportation needs through a variety of ways, including but not limited to access to:

- Public transportation;
- Mileage reimbursement for use of personal vehicle;
- Transport by taxi/livery or other sedan;
- Transport by wheelchair accessible vehicle;

- Commercial air transport;
- Group or shared ride vehicles; and
- Ground and air ambulance (on a limited basis as described above).

**(2) NEMT Payment Model:**

Under DSS' structure for NEMT, DSS is considering one of two payment models:

- A.** The hybrid capitated model option will pay the resultant Contractor a per member, per month (PMPM) payment. The PMPM payment is for authorized NEMT services only, such as livery, public transportation, and mileage reimbursement.. A separate fixed administrative budget will be negotiated with the Department to cover budgeted non-NEMT costs incurred by the Contractor. Any surplus in the PMPM payments may not be used to cover administrative costs.
- B.** The full capitated payment model option will include administrative costs and transportation costs in one PMPM payment to the resultant Contractor. Under the full capitated model the resultant Contractor will be required to submit financial reports that include administrative costs and transportation costs to the Department in a manner specified by the Department.

The PMPM payment mechanism in both payment models will allow the resultant Contractor to take actions including, but not limited to:

- Negotiating rates with transportation providers;
- Addressing underserved transportation areas and volume or time of day demands through targeted rate incentives;
- Develop creative transportation solutions for specific healthcare facilities, targeted populations or geographic areas; and
- Exploring the use of performance-based provider incentives.

Respondents should take note that the use of a capitated payment model is solely to enable the resultant Contractor to have a flexible means of addressing the actions listed above and to provide a flexible payment structure to better meet the NEMT needs of Medicaid Members. The Department remains absolutely committed to an NEMT service model that emphasizes medically appropriate and timely access to necessary non-emergency medical services. In this spirit, the NEMT service model must be implemented in a manner that ensures, rather than limits, effective and appropriate access to and utilization of NEMT services. All payments for transportation provided through the NEMT program must be uploaded into the Medicaid Management Information System monthly in the manner and format established by the Department.

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

- 1.) **Member Experience:** The Department is fully committed to a person-centered approach for all Medicaid reimbursed services and policies. The resultant NEMT Contractor must ensure:
  - i. Access to effective education on NEMT covered services and how to access them;
  - ii. A straightforward and simple reservation process;
  - iii. A person-centered documentation requirement process;
  - iv. A person-centered evaluation of transportation needs;
  - v. Timely pick-up and drop-off;
  - vi. Effective means to communicate changes or delays in transportation;
  - vii. Transportation providers with clean and accessible vehicles and respectful, well-trained, and courteous drivers; and
  - viii. Effective means to register and timely resolve complaints and appeals.
- 2.) **Member Outcomes.** Consistent and timely access to healthcare services is dependent on a robust, efficient, and effective NEMT service system. For each of the performance standards that are articulated in its contract with DSS, the resultant Contractor shall:
  - 1) Develop, disseminate, regularly update, and train staff on policies and procedures designed to enable those standards;
  - 2) Develop and implement formal mechanisms to monitor, measure, and on a continuous basis improve performance on those standards; and
  - 3) Implement, manage and maintain a direct means of soliciting and acting upon feedback from Members.
- 3.) **Cost Effectiveness:** DSS must ensure that NEMT services are both available and accessible to Members, and that they are cost effective. However, cost effectiveness and efficiencies must never be achieved as result of limiting or reducing access to Members. A responsive proposal must detail the respondent's proposed strategies for achieving cost effectiveness.
- 4.) **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 resultant NEMT Contractor shall:
  - 1) Develop, disseminate, regularly update, and train staff on policies and procedures designed to enable health care providers to support Members in scheduling and utilizing NEMT services;
  - 2) Implement and maintain a simple and efficient method for healthcare providers to update, modify, or change transportation reservations including changes to pick-up times;
  - 3) Implement and maintain formal mechanisms to monitor, measure, and on a continuous basis improve performance; and

- 4) Implement, manage and maintain a direct means of soliciting and acting upon feedback from health care providers.

5.) **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 a critical role in ensuring that eligible Medicaid Members can access healthcare services covered by Medicaid. The location of providers and their practice sites include, but are not limited to, practitioner offices, hospital 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, radiation therapy or for attending behavioral health services. Transportation is also provided for Members who reside in nursing facilities and have no other means of transport to/from healthcare services. The Department is especially interested in how the resultant Contractor will address transportation needs and monitor outcomes for Members with significant and chronic health issues requiring frequent transportation to medical services including, but not limited to dialysis, chemotherapy, radiation therapy or behavioral health services.

Transportation to a pharmacy or to pick up durable medical equipment or other items NOT requiring a fitting is not a NEMT covered service. Transportation to NEMT 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.

Most transportation by ambulance will not involve the resultant NEMT Contractor to take any action. Ground ambulance providers enrolled with the Department as a Medicaid provider, bill the Department for services delivered without prior authorization and are paid according to an established fee schedule. Non-emergency air ambulance and interstate ground ambulance is arranged through a collaborative process involving the resultant NEMT Contractor and the Department. In some cases the Department will require the resultant NEMT Contractor to receive and pay a bill for services provided by an interstate ground ambulance provider. The Department will reimburse the resultant NEMT Contractor for such payments.

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

**d. Additional Services**

The Contractor shall be required to establish transportation processes for non-NEMT services in times of natural disasters, public health emergencies or weather-related events. Under the current contract, the Department pays the NEMT contractor separately for non-



Medicaid covered transportation services. Specifically, when the Governor issues the cold weather emergency protocol, the NEMT contractor arranges transport for those Connecticut residents in need of shelter, to the closest shelter or warming location regardless of Medicaid eligibility. Transportation costs incurred under this clause of the contract are paid using state dollars and are outside of the NEMT PMPM payment.

If at any time, the Department covers health services for a population that is not Medicaid eligible, the Department and the Contractor will mutually agree on terms and conditions of the transportation benefit and payment to the Contractor.

Respondents are encouraged to review and consider the Department's performance standards in the development of their proposal. Refer to Exhibit A, Statement of Work.

## SECTION IV - REQUIRED PROPOSAL SUBMISSION OUTLINE & REQUIREMENTS

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### A. Cover Sheet

See RFP Section I.D.2 for information.

### B. Table of Contents

See RFP Section I.D.3 for information.

### C. Claim of Exemption from Disclosure

See RFP Section I.C.13 for information.

### D. Conflict of Interest - Disclosure Statement

See RFP Section I.C.14 for information.

### E. Executive Summary

See RFP Section I.D.4 for information.

### F. Terms and Conditions Declaration

The respondent must state that they can comply and are willing to enter into an agreement under the Terms and Conditions referenced by this RFP.

Any proposed changes to the Terms and Conditions must be specific and described here for them to be considered during contract negotiations. The State will not accept broad or open-ended statements. It should be noted that if the State determines the proposed changes to be material, it can deem a proposal to be non-compliant and therefore not evaluate it further.

### G. Minimum Qualifications of Respondents

The purpose of this subsection is to validate that the respondent meets the minimum criteria for a respondent as per Section I. C. 6. The respondent should list each requirement from Section I. C. 6 and attest their compliance or otherwise and then provide the Department with a way to verify the information, e.g., list projects with references, link to published records to confirm experience, i.e. managing NEMT program

### H. Forms

- **Addendum Acknowledgement(s)**  
An addendum acknowledgement form is included with each posted addendum.
- **Statement of Certification and Assurance** (see hyperlink [Certification and Assurance](#))

### I. Main Proposal Submission Requirements To Submit A Responsive Proposal

Numbering of Responses. The Respondent must answer all questions and must include all items requested in the order requested for the Proposal to be considered responsive. 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. 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. The Respondent must address every section of the RFP, even though certain items may not be scored. To submit a responsive proposal, the Respondent shall provide the following information:

**1. 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 NEMT 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.

**The total number of available points in the Technical Section is 465.**

**a. Plan of Operation (50 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 a complaint. (15 points)
- (2) Describe the customer service 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 service center and how the customer service center will be organized to ensure there is understanding and ongoing learning regarding the unique issues, needs, and barriers in specific geographic areas. (25 points)
- (3) Describe how the Respondent will coordinate with other health care organizations that support the Medicaid population, such as the medical, behavioral health and dental administrative services organizations. (10 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 Members. (5 points)
- (3) Describe how the Respondent will provide daily access, during normal business hours, to 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 snowstorms, 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: (160 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 in detail to ensure that only licensed and qualified transport personnel will be used to transport eligible Members. Include the following additional requirements per CMS: a) each such individual driver has a valid driver's license; b) each such provider has a process in place to address any violations of a state drug law; and c) each such provider has in process in place to disclose to the state Medicaid program the driving history, including any traffic violations of each such individual driver employed by such provider, including any traffic violations. Describe the documentation that will be maintained and made available to the Department upon request. (5 points)
- (4) Describe the recruitment strategy to obtain and maintain a sufficient number of transportation providers throughout the state, including innovative efforts to attract and retain providers. Describe the recruitment process in areas identified as transportation deserts and provide evidence that recruitment was successful in those areas based on a current or recent contract. (5 points)
- (5) Describe the method for maintaining or improving the performance of its transportation providers. Provide year over year on time performance results, including the definition of on time in the contract, for both the A leg and B leg from a current or recent contract. (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 maintained and made available to the Department upon request. Provide the number of complaints by month specific to safety concerns from Members based on a current or recent contract. (5 points)
- (7) Describe and provide evidence from existing contracts or a contract held within the last three years on 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 maintained and made available to the Department upon request. Provide data or reports that identify the rate of late pick-ups using the metrics above. (5 points)
  - (8) Describe and provide evidence from existing contract or a contract held within the last three years on 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 maintained and made available to the Department upon request. Provide data or reports that identify the rate of late pick-ups using the metrics above. (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, provide an alternative schedule, and any alternate pick-up arrangements. Describe the documentation that will be maintained and made available to the Department upon request. (5 points)
  - (10) In the event a delay occurs during a provider picking up scheduled riders, describe how the Respondent identifies a delay is likely and describe the action the Respondent takes to remedy the situation. Provide data or reports that provide evidence of the number of rescue rides or alternative deployment rides when the Respondent identifies a late pick-up based on a current or contract in place in the last three years. (10 points)
  - (11) 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 maintained and made available to the Department upon request. (5 points)
  - (12) 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 maintained and made available to the Department upon request. (5 points)
  - (13) 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, specialized wheelchair, methadone maintenance, chemotherapy, surgery, and dialysis treatment. Provide data or reports related to how the Respondent tracks on-time performance, complaints, and missed rides for these special populations. (25 points)
  - (14) Describe how the Respondent manages customer service, trip booking, trip verification, trip modifications, on-time performance, complaints, and data reporting for healthcare facilities providing critical healthcare services. (10 Points)
  - (15) 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)
  - (16) Describe how the Respondent will address and reduce the rate of member no-shows. Provide data or reports for member no-shows rates in the two most recent calendar years based on a contract in place in the last three years. (5 points)

- (17) Describe how the Respondent, , and NEMT provider will communicate when the healthcare provider needs to alter or change the pick-up time of the Member. (5 points)
- (18) Describe how the Respondent communicates to the Member if the trip cannot be fulfilled by the scheduled an NEMT provider, including the time parameters of that communication to the Member. (5 points)
- (19) Describe how the Respondent will track all NEMT providers using GPS monitoring systems to ensure that pick-up and drop-off times are valid and can be verified. Provide functionality for the Member, including whether the GPS monitoring is including in an app that Members can use to see when the NEMT provider will arrive. Provide the functionality of the GPS monitoring system currently in place. Provide data or reports that document the rate of providers using GPS monitoring systems and how the monitoring data is verified by the Respondent based on a current or contract in place in the last three years. (10 points)
- (20) Describe how the Respondent will track, address, and improve NEMT provider no-shows. Provide reports for NEMT provider no-show rates, including the definition of no-show, in the two most recent calendar years based on a current contract. (15 points)
- (21) Describe and submit evidence of your single most successful solution to improve on-time performance. (15 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 and should allow various methods to collect the data, including an app that is available via a smart phone. Describe the documentation that will be maintained and 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 maintained and 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 maintained and 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 resultant Contractor 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 executed. 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 Connecticut service center staff;
- Recruitment and contracting of NEMT Providers;
- Verification that NEMT Provider vehicles meet Contract standards, including inspection and certification requirements;
- Verification that NEMT drivers meet Contract standards;
- Testing of daily operational requirements, including, but not limited to, Call Center, dispatch, and real time communications with NEMT 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 and Performance (100 points)**

Include existing 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 through this RFP. Brief reporting specifications may also be included. At minimum, the following reports must be submitted for the two most recent complete calendar years:

- a. rate of on time performance for A leg and B leg
- b. rate of late pick-ups based on total rides, excluding public transportation (waiting over 15 minutes)
- c. rate of missed rides or abandoned rides (over 1 hour late) or provider no-shows based on total rides, excluding public transportation
- d. rate of complaints based on NEMT users
- e. rate of member no-shows based on NEMT users

**Specialized Reporting and Performance**

There are several vulnerable populations who access NEMT services and who require specialized services and monitoring. The Department must ensure that Members who need critical medical care do not miss their appointments.

The Respondent will be required to track and monitor the performance of the NEMT providers for several populations.

The Respondent shall provide any data or reporting currently in place to track performance on key performance metrics for the following specialized populations:

- i. specialized wheelchair
- ii. bariatric
- iii. chemotherapy
- iv. immunocompromised
- v. dialysis

- vi. surgery

#### **h. Claims Adjudication and Payment (25 points)**

The Contractor shall provide timely payment to each contracted NEMT 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 Respondent'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. The Respondent must describe how will adhere to these requirements.

**Value-Based Payment Process:** The Respondent shall propose a methodology to incentivize NEMT providers to deliver high quality, reliable, courteous, and on-time services to Medicaid Members.

#### **i. Utilization Management (20 points)**

- (1) Describe how the Respondent will provide utilization management (UM) services to ensure that NEMT requests meet the Connecticut statutory definition of medical necessity.
- (2) Describe the Respondent's process and timelines regarding medical necessity reviews and medical necessity override decisions and how those decisions are communicated to the Member and/or healthcare provider.
- (3) 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.
- (4) Describe UM processes related to turn around time on all service level requests.

#### **2. 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 describe 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 Contractor remove selected staff on one (1) days' notice and provide replacement staff without impacting the schedule.

**The total number of available points in the Management, Experience and Qualifications Section is 175.**

**a. Key Personnel and Resumes (20 points)**

Provide a detailed listing of the Key Personnel that will manage this contract, including roles and responsibilities and resumes. Include their direct experience managing NEMT services under a Medicaid program. Include experience working in the field of social services and/or special needs transportation services. Key Personnel should at least include the Director of the Connecticut Service Center and lead position for Member Services under this contract.

**b. Experience (30 points)**

Describe Respondent's experience with administering and providing a 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
- Members with serious medical and/or behavioral health conditions in need of NEMT services

**c. List of Contracts (10 points)**

The Respondent must submit a list of all services like 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 should be similar or comparable experience in administering or delivering transportation services to clients. Services provided should be identified if they were provided timely and within budget, including whether similar services were terminated for any reason, including but not limited to default. This list must also include all service providers and a contact name and telephone number for each.

**d. Proposed Management Plan (40 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 these key staff positions. The Respondent must include in the management plan procedures to secure and retain professional staff to meet the requirements in the Statement of Work. (20 points)

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

- Provide the names or titles of Respondent key 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 considering 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)

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

Describe how the Respondent proposes to provide NEMT services throughout the state, 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 Medicaid Members. This includes experience providing healthcare or transportation services to federally recognized Native American Tribal Nations. Describe the Respondent's Diversity, Equity, and Inclusion plan.

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

Include three (3) specific programmatic references for the Respondent . References should be individuals able to comment on the Respondent'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 Respondent 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. The following cannot serve as references: CT DSS staff, the Respondent's current employees, officers, directors, or principals. If the Respondent or proposed subcontractor has been a State contractor within the last five years, the proposal must include a reference from a healthcare provider, NEMT service recipient, consumer advocate or healthcare association from Connecticut. . Respondents 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 Respondent's proposal includes the use of subcontractors for the direct provision of services required under the Contract, the Respondent's proposal must also include five (5) programmatic references for each proposed subcontractor. For purposes of this requirement, "subcontractor" does not apply to the NEMT 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 Respondent's (or subcontractor's) performance in each area and then rate the Respondent's performance as poor, fair, good, very good or excellent in each category.

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

**h. Subcontractor (If applicable) (0 points)**

Respondents that propose the use of a subcontractor(s) or any entity that the Respondent 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.**

**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

**i. Claims or Legal Actions (20 points)**

A list describing all claims made, sanctions imposed (\$1,000 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 status, if on going and the outcome of all such claims or legal actions. Include the case citation or caption, if any.

**3. Financial Requirements (No page limitations) (50 Points)**

**a. Audited Financial Statements**

Submit one (1) copy of the Respondent's two (2) most recent annual financial statements prepared by an independent Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles (GAAP). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. 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.

**b. Financial Policies and Procedures**

Include Respondent's financial policies and procedures. All State agencies entering contracts, grants, or other agreements with organizations that receive funding from the State of Connecticut must implement the provisions of cost standards. More information about the cost standards is available on OPM's web site: Cost Standards. The Respondent's Cost Allocation Plan, as specified in the Cost Standards, should be included in the Financial Policies and Procedures.

**c. Financial Capacity**

Describe the Respondent's financial capacity to properly isolate contract-related income and expenditures. Discuss the internal controls used to ensure that a thorough record of expenditures can be provided for purposes of an audit.

**d. NEMT Budget (25 points)**

To submit a responsive proposal, the Respondent must complete and include NEMT Budget Template. To complete the [NEMT Budget Template](#), the Respondent must refer to the [NEMT Budget Template](#) and [NEMT Budget Template Instructions](#) embedded hereto as hyperlinks, and to the requirements' submission below.

**NEMT RFP Budget Template.** The budget form shall include line items for all expenses to be incurred through the delivery of services and formulas shall not be altered. Respondents may insert rows within Section 1) Personnel and Fringe, if additional staffing is needed.

The budget should include a transition/Startup Budget for the period of October 1, 2022 through March 31, 2023, if applicable. The Start-Up period should be reported in Columns B and C. The annual budget for Years 1 through 3 covers the period of April 1, 2023 through March 31, 2026 and includes the annual operational budgets and detailed salaries, wages, and fringe benefits.

**[NEMT Budget Template Instructions](#). Complete only the yellow highlighted cells. Other than inserting rows, do not modify the budget template.** Scoring will be based on the figures included within the budget summary worksheet. Please ensure those figures are accurate before submitting the cost proposal. Please also refer to Section I.B. of the RFP for definitions.

**Payment Model A – Hybrid Capitated Model - Includes the following three tabs of the Template: Assumptions and Budget Summary, Total Budget, and NEMT Budget**

**Section 1: Variable Administration**

- Please enter titles, full time equivalents (FTEs) and salaries incurred by the Contractor solely for the operation of the Connecticut Service Center. Add rows as needed for additional staff titles.
- Fringe is defined as any annual compensation that does not include salary (e.g., medical and/or dental insurance).
- Total fringe benefits shall not exceed 30% of total salaries.
- Salaries and fringe expenses are limited to expenses incurred by full or part-time staff, whose time is either: (1) 100%

on-site in Connecticut; or (2) out-of-state call center staff, who provide services related to the Connecticut contract after normal business hours.

- Corporate Allocation is based on the current contract budget and should reflect expenditures related to indirect services (i.e., corporate services such as Human Resources, Payroll, etc.).

#### **Sections 2 and 3: Fixed Administration and Other Fixed Administration**

- Other Direct costs are limited to those expenses incurred by the Contractor through the use of services, equipment and supplies purchased or sub-contracted for by the Contractor solely for the provision of Connecticut contract services.

#### **Section 4: Total Estimated Budget**

- Please enter the provision for underwriting gain that will be at risk based on performance measures.
- Aside from the provision for underwriting gain, this section does not require input, as all fields are calculated.

#### **Section 5: Derivation of NEMT Budget (separate tab)**

- This section reflects the estimated expenses associated with non-emergency transportation costs excluding non-emergency ambulance. The figures in this section are used to calculate the Per Member Per Month transportation costs, which feed into the NEMT Budget line in Section 4 of the “Total Budget” worksheet.
- NEMT budget is displayed on a monthly basis and the cost proposal assumes annual costs are 12 times the monthly cost.
- Actual total member months for SFY 2021 are included on the assumptions tab and drive the estimates for future fiscal years. The program breakout is HUSKY A 57%, HUSKY C 9%, HUSKY D 34%, and others less than 1%. The Contactor may want to consider the Membership mix when developing the cost proposal. The Department does not expect Membership mix to change materially before implementation of the program.

#### **Payment Model B – Full Capitated Model - Includes the following tab of the Template: Full Capitation Model**

- Please enter the Flat Amount for the Start-up period and the estimated Per Member Per Month cost for each year.

#### **e. Budget Narrative (25 points)**

The narrative shall describe how the funds shall be spent and detail each line-item budget including, but not limited to a brief explanation of each staff position, the number of hours worked and hourly rates.

Note: If subcontractors are used, provide the above narratives for each subcontractor.

## **Exhibit A**

### **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 (“Members”) 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 non-emergency transportation services as covered by the Department to eligible Members.

##### **3. SERVICE REGION**

A. The service region of this Contract is statewide. The Contractor shall provide non-emergency medical transportation services to provider locations throughout the State of Connecticut and to border providers. The Contractor shall also provide non-emergency medical transportation services to non-border providers in contiguous states, and to select providers in non-contiguous states, if the Department determines this is medically necessary for a Member to receive services from a provider outside of the State of Connecticut. The Contractor shall provide transportation and related services to all eligible Members to the extent these services are necessary to support eligible Members’ access to and from covered healthcare services.

B. The Contractor shall only authorize trips to providers outside of a Member’s local community (more than 10 miles if the Member resides in a non-rural town or city and more than 20 miles if the Member resides in a rural town) if the trip is medically necessary and the medically necessary healthcare service is not available within the Member’s local community. In determining which towns and cities are rural, the Contractor shall use the Connecticut Office of Rural Health’s designation of rural towns dated November 2014.

##### **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 must be located within a twenty (20) mile radius from the Department’s Central office on Farmington Avenue in Hartford, CT. The Contractor’s office shall include dedicated office space and associated equipment for one (1) Department staff person.
- 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 operate and maintain a Customer Service Center as set forth in Exhibit

- A-1.
- b. The Contractor shall verify and document the eligibility of each Member requesting and receiving a transportation service as set forth in Exhibit A-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 A-2.
  - d. The Contractor shall require that all vehicles used in the performance of this Contract through the NEMT transportation providers, meet, or exceed the Transportation Vehicle Standards established in Exhibit A-3.
  - e. The Contractor shall ensure Driver Conduct Standards for all NEMT transportation providers are met as set forth in Exhibit A-4.
  - f. The Contractor shall comply with the transportation performance standards established in Exhibit A-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 or changing existing services, the Contractor must follow the Department's policies and guidelines.
    - a. The Contractor must use the notice of action or denial letter templates that are furnished by the Department
    - b. The Contractor must provide to the Department any supporting materials related to the NOA/denial/limitation decision and must participate in the Department's Office of Legal Counsel, Regulations and Administrative Hearing (OLCRAH) process. (Exhibit A-7).
  - 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 comprehensive NEMT network 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 using subcontracts.

- a. All subcontracts must be in writing and include, at a minimum, the terms and conditions set forth in Exhibit A-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 tracking and 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 Contractor substituted for physician and non-emergency transportation or
  - (2) The Contractor has an immediate family member, as defined at 42 C.F.R § 411.351 that has a direct or indirect financial relationship with the transportation provider, with the term Contractor 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.

## **8. NONDISCRIMINATION AND INFORMATION REQUIREMENTS**

- a. The Contractor shall establish written policies and procedures subject to Department review and approval for the items outlined in Exhibit A-8.
- b. The Contractor shall provide monitoring reports that document the activities of the Contractor and subcontracted transportation service providers as set forth in Exhibit A-9.
- 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 A-10.
- 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,
- f. The Contractor shall provide and maintain a Connecticut specific internet website for Members, healthcare providers and transportation providers to access information pertaining to non-emergency medical transportation, such as a member handbook, provider requirements, forms, and complaint submission.
- 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 during or related to a trip:
  - o An allegation of criminal offense.
  - o Any allegation or complaint of inappropriate behavior related to a minor.
  - o Any error related to multi-loading a member who should not be multi-loaded.
  - 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 discovery of any missed or late pick-up that resulted in a missed appointment for the specialized population identified by the Department. Specialized population includes, but is not limited to: specialized wheelchair, bariatric, surgery, chemotherapy, and dialysis.

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.
- g. The Department shall have full access to the Contractor's system that records and documents the findings of the complaints and/or incidents

## **10. MOTOR VEHICLE ACCIDENT REPORTING**

- a. Initial notification and any follow up must be documented and provided to the Department using a department approved process for incident and critical 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.

## **11. BILLING AND PAYMENT**

The Contractor will submit claims in a manner and a schedule specified by the Department based on the final NEMT Billing and Payment Model agreed upon by Department.

## **Exhibit A-1**

### **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, except ambulance, for the Department's eligible 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. The Contractor shall also collaborate with the Department's medical, dental, and behavioral health ASOs, as directed by the Department. To help the Department and its ASOs meet EPSDT requirements, the Contractor shall assist Members under the age of 21 with their transportation needs, as required by 42 C.F.R. § 441.62.

At the Department's request, the Contractor may also be asked to participate in special projects and/or support data analysis to examine transportation and other social determinants of health as those factors influence the care experience and health outcomes of Members.

#### **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 call center must be available 24/7/365 for urgent trips.
- c. The Contractor shall provide customer services that are professional, prompt, courteous, customer- friendly, and responsive to Members.
- d. The Contractor may utilize an automated pre-appointment call-out system (i.e., a system that automatically reminds Members of their upcoming scheduled trips).
- e. 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 to assure adherence to service standards.
- f. 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.
- g. 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.
- h. 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.
- i. Emergencies
  - Authorizing emergency transportation is not part of the Contractor's duties.
  - 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.
- j. Staffing

- (1) The Contractor shall staff member services with competent, diverse professionals including Spanish-speaking individuals to best serve the needs of Members.
- (2) Fifty-one percent of calls during normal business hours must be answered by the Connecticut customer service staff.
- (3) 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.
- (4) The Contractor shall ensure that member information is clearly communicated in a manner that is culturally sensitive;
- (5) The Contractor shall remove any of the Contractor's employees from contact with Members when the Contractor determines that:
  - o The employee is not handling calls or scheduling trips in accordance with the performance standards of this contract, or
  - o Prior retraining of the employee has not resulted in improved performance.
- (6) 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.
- (7) The Contractor shall train customer service representatives in dispute resolution.
- (8) The Contractor shall establish and maintain a Member ombudsperson position or other appropriately trained staff person(s) whose sole responsibility is to resolve Member complaints in a manner and timeframe specified by the Department.

k. Trip Request

- (1) The Contractor shall respond to non-emergent transportation inquiries and requests made by the Department's Members, parent/guardian, or member representatives including healthcare providers. The Contractor shall accept requests for trips during normal business hours when requested at least two full business days (forty-eight (48) hours) in advance of the appointment for a regularly scheduled trip when:
  - (2) Requested during normal business hours, Monday through Friday,
    - o Up to thirty (30) days in advance of the scheduled trip.
    - o Up to ninety days (90) 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.
- l. 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:
    - o Is an enrolled participating medical provider with The Department; or
    - o Could be accepted by the Department as an enrolled Medicaid participating medical provider for that service if they applied; or
    - o Is a provider performing services paid for by a third party, Veterans Administration (V.A.), Medicare, charitable or other voluntary program;

And

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

m. 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). The shared ride or multi-loading policy may be modified or suspended during a public health emergency.
  - (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, such as:
    - fixed route including bus and train/public transportation,
    - personal mileage reimbursement,
    - taxi/livery or other sedan,
    - wheelchair accessible vehicle,
    - group or shared ride vehicle,
    - commercial air
  - (7) 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 .

n. Attendant, Escort and Parent/Guardian

Advise the contracted transportation provider when additional seating is required for an attendant, escort, parent/guardian and/or a minor child. ~~A parent or guardian may also have an attendant 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(minor child) when the infant is the child of: the Member being transported, or of the parent/guardian or escort being transported.

- o. Computerized Trip Log. The Contractor shall establish and maintain 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:
- Member name;
  - Member's Medicaid ID
  - Date and time of request;
  - Date and time for the requested transportation;
  - Date and time of pick up and drop off;
  - Pick-up location;
  - Drop off location;
  - Member's mobility status/personal capabilities;
  - Approval or denial of transportation;

- The level of transportation approved;
- Justification of level of transportation;
- Cost authorized/paid amount; and
- Assigned provider of transportation.

### **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 monthly.
- 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.

## **Exhibit A-2**

### **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 receiving transportation and that the purpose of the trip is a covered Medicaid service, or for Covered CT Program Members, a service covered by the Qualified Health Plan for which the member is enrolled, or a dental service for which the member is eligible. Member eligibility can be verified using one or more of the following:
  - Verification in the Contractor's eligibility system based on records provided by the Department;
  - Verification in the Department's AVRS or Interchange system;
  - 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 review by verifying the healthcare appointment for 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 call 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 or if a Covered CT Program member, covered by the Qualified Health Plan for which the member is enrolled or a dental service for which the member is eligible.
- d. Verification that the requested transportation is to/from a local healthcare 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 that includes each of the modes of transportation as well as purpose of transportation.

## **Exhibit A-3**

### **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);
2. The Contractor shall require that vehicles which fail to meet the standards:
  - o Be immediately removed from service; and
  - o Verify the vehicle(s) deficiency have been repaired 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 and used for personal mileage reimbursement) and require documentation 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 a random 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 in the past 60 days/months by other agencies will suffice if 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 any vehicle not passing these inspections. Each vehicle shall be re-inspected before it is eligible to return to service.
4. Vehicle Requirements. All vehicles used in the performance of this Contract, except public transit and privately-owned vehicles used for personal mileage reimbursement, shall meet, or exceed the following requirements, and at a minimum will:
  - a. Have a two-way hands free communication system (two-way radio or cell phone are acceptable) compliant with CT state laws and regulations linking all vehicles used in delivering the services under this Contract with the transportation provider's major place of business (dispatcher).



- 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. 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 a rear view mirror.
- 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 prominently displayed in the Member's full view inside the car.
- m. Have a bottom seat cushion for each seat, except for transit vehicles.
- n. Have functional devices in place to secure wheelchairs or other personal mobility devices, as applicable to the vehicles licensed level of service.
- o. Have a fully functioning lift, ramp or other device utilized to properly load and unload wheelchairs or other such mobility aids.
- p. 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.

## **Exhibit A-4**

### **NON-EMERGENCY MEDICAL TRANSPORTATION STATEMENT OF WORK**

#### **Driver Conduct**

The Contractor shall assure that all contracted drivers always act in a professional manner, 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 always maintain a neat appearance.
- d. Shall exit the vehicle to open and close vehicle doors to assist passengers entering or exiting the vehicle as needed and upon request, except if instructed otherwise by the Contractor or Department under a public health emergency.
- 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 inability, except if instructed otherwise by the Contractor or the Department under a public health emergency;
- g. Confirm, prior to allowing any vehicle to proceed, that:
  - Passengers are properly secured in their seat belts;
  - Infants and children are secured in a car seat by the parent or guardian using a seat or booster,
  - Secure items such as walkers, strollers or other such items,
  - Wheelchairs are properly secured to the vehicle,
  - Passengers in wheelchairs are properly secured in their chairs, and
- 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:
  - Curb-to-curb;
  - Door-to-door;
  - Door-through-door;
  - Hand to hand
- i. Provide support and direction to passengers as required by the Member's mobility status and personal abilities, such as:
  - Movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift/ramp;
  - Stowage by the driver of mobility aids and folding wheelchairs;

- k. Drivers may be required to wear a mask or protective equipment or take other protective measures, as determined by the Department, in consultation with public health authorities, during a public health emergency.

**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 the influence of alcohol, narcotics, or controlled substances, while on duty. Prescribed medication which has the potential to adversely affect job performance can be used by a driver if:
  - (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) 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 or vaping in the vehicle. The no-smoking requirement also applies to all passengers, including Members;
- h. Wear any type of headphones while on duty;
- i. Be responsible for passenger's personal items;
- j. Attempt to influence or restrain Members, their families/guardians, attendant, escort, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.
- k. Attempt to influence Members, their families/guardians, attendant, escort, or medical providers to obtain additional business.
- l. Contact the member, their family/guardian, attendant, or escort for any purpose other than necessary for completing the assigned trip.
- m. Transport non-Medicaid Members at the same time as a Medicaid member (i.e. private pay)
- n. Transport adult non relative/guardian/escorts with children (that is, a child alone with an unrelated/unconnected adult Medicaid member.)

**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 shall require the following training for drivers on an annual basis:
  - Cardio-pulmonary resuscitation (CPR)/First Aid;
  - Passenger assistance training, such as ADAPT or PAT (if providing that mode);
  - Defensive driving.
  - Airborne pathogen training (blood or other bodily fluid cleaning)
- b. The Contractor and its transportation subcontractors shall:
  - Assure that all drivers have a valid driver's license and appropriate endorsements,

- before providing services.
  - Each such provider has in place a process to address any violation of a state drug law;
  - Each such provider has in place a process to disclose to the state Medicaid program the driving history, including any traffic violations, of each such individual driver employed by such provider, including any traffic violations; and
  - 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.

#### 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. This is in addition to random checks throughout the year.
- d. Drivers not compliant with 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 complaint is received 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
  -
- 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.
- c. If it is determined that the driver may pose an immediate risk to Members, the Contractor shall:
  - Direct the subcontractor to immediately remove that driver from transporting Members, pending further review;
  - Investigate the matter further, to determine the level of risk, if any, to Members posed by that driver;
  - 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 agency or law enforcement as necessary.
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.

## **Exhibit A-5**

### **NON-EMERGENCY MEDICAL TRANSPORTATION STATEMENT OF WORK Transportation Performance Standards**

The Contractor 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.**

For the A leg, the wait time for a scheduled pickup going to an appointment (A leg) should not exceed fifteen (15) minutes before and fifteen (15) minutes after the scheduled pickup time. On time pick up shall mean that the NEMT provider arrived within fifteen (15) minutes prior to or after the scheduled pick-up time. The NEMT provider shall be required to be onsite for at least ten (10) minutes after the scheduled pickup time and cannot leave prior to the actual pickup time (e.g., For a pickup time of 8:00 a provider arriving between 7:50-8:00 would have to wait until 8:10 to declare the passenger a no-show). Any modification to these parameters must be approved by the Department.

#### **2. Drop-off Time.**

The Contractor shall ensure that Members arrive on-time for their appointments. The Contractor shall ensure that Members are not delayed in arriving at a medical appointment due to a delay caused by either the Contractor or a subcontracted provider. On time drop shall mean that the Member arrives to their healthcare appointment prior to the appointment time.

**3. Return Trip Wait Time.** The wait time for a scheduled return trip time, after an appointment, shall not exceed thirty-minutes (30).

**4. Members being discharged from hospitals or emergency departments** shall be picked up within three (3) hours of receipt of the request from the Member, the Member's representative or hospital staff.

**5. Will-Call.** Will-call trips, that is trips for which the Member or healthcare provider does not wish to provide a set pick-up time or is unable to do so, 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 Contractor is notified the member is ready.

**6. Multi-Passenger.** In cases where there are more than one member 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.

#### **7. 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. Fixed route transport such as bus or train are excluded from these requirements.
- d. Exceptions shall be documented in the Member's file.

#### **8. Delays**

- a. 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.

## **Exhibit A-6**

### **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 the contract in all written subcontracts or other agreements between the subcontractor.
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:
  - That only the minimal information necessary to provide services shall be requested of Members.
  - That any Member information gained shall be protected from unauthorized disclosure, 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.
7. Require that the subcontractor remit amount due to subcontractor's transportation providers no later than ten (10) business days after receipt of clean claim from the Contractor's for payment of transportation services.
8. 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.
9. Require subcontractor agreements comply with employer liability, worker's compensation, unemployment insurance, social security, and any other state taxes applicable to the transportation providers.
10. 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.
11. 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.
12. 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 to influence referrals or subcontracting for transportation provided to Member. See 42 CFR Section 170.
13. Require the subcontractor to return, within thirty days of Contractor's or subcontractor's discovery, all payments for trips delivered by an unauthorized driver and/or vehicle.
14. 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.

- 15.** Require the subcontractor to comply with Quality Assurance Activities of the contractor and Department .



## **Exhibit A-7**

### **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 Medicaid NEMT, the Contractor shall issue notices for denials, partial denials, suspension, or termination of service including a change in a member's mode of transportation. A partial denial includes approval of a level of transportation that is not the same type as is requested by the member. These requests also include additional requests and/or re-authorization requests. For Covered CT Members, the Contractor shall issue Denial notices, for decisions to deny or partially deny a particular mode of transportation. Notices and denial letters 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. All Notices of Action and related Administrative documentation issued to Members must be submitted to the Department for review and approval prior to being sent to the member.
- 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. 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

The Contractor must include staff contact information for a member to obtain assistance with the Administrative Hearing process. The Contractor shall mail the applicable notice to either the member, if the member is 18 years of age or older and, if applicable, the member’s conservator or guardian; or

The member’s head of household or member’s parent or guardian if the member is under the age of 18.

- d. 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.

### **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.
- b. The Contractor shall track Notice of Action and related documentation in a database of 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.

4. 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. The Quality Control staff person will not edit or alter the Department’s notices in any way. 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 by the Departments NEMT staff for accuracy in format and content for accuracy.

### **5. Continuation of Benefits Pending Appeal**

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.

### **6. 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. These policies and procedures shall mirror the requirements of the Department. 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. Both the name and direct phone number of the individuals shall be included with in the member Notices.
- 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 email 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 email 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 in another manner most appropriate for the member, if requested by the member.
- f. The Department shall date stamp and forward the appeal by email to the Contractor within two (2) business days of receipt. The email 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.

## **7. 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.

## **Exhibit A-8**

### **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 policies and procedures for the determination of the lowest cost, most appropriate level of service.
2. 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 consider 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.
3. The Contractor shall establish written internal policies and/or procedures to assure compliance with all state and federal Confidentiality and Nondisclosure requirements.
4. The Contractor shall establish a procedures manual that describes the Contractor's oversight procedures to monitor and resolve complaints. The procedures shall include the identification of complaints at multiple levels of severity. 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, procedures to address the complaint and the outcome / resolution of each complaint
5. 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. These policies and procedures shall include the necessary corrective actions for the driver(s) for each violation.
6. 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.
7. 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.
8. 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.
9. 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, document and prevent incidents. They should also identify what staff at the Contractors are mandated reporters.
10. 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.

- 11.** The Contractor shall develop policies for Members or Transportation Providers, whose demonstrated noncompliant behavior requires corrective action. These corrective action policies for Members shall not allow for the suspension or termination of NEMT services but may require Members to verify the trip to ensure that they still need the trip. Policies may include suspension and termination of NEMT providers for verified noncompliance with Contract standards, DSS policy or federal law. Any change in mode for a member based on non-compliance must be time-limited with a stated time for review and assessment of this action, with the expectation of lifting the restriction and returned to the requested mode. Any change or reduction may result in a Notice of Action.
- 12.** The Contractor shall develop policies to prevent, detect, investigate, and report potential fraud and abuse occurrences.
- 13.** 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.
- 14.** 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.
- 15.** The Contractor shall update all written materials within 15 business days after an NEMT program or policy change.

## **Exhibit A-9**

### **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 full access and applicable training to the Department's staff for all systems utilized by the Contractor 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 and separately for after hours:

A. Monthly number of phone calls abandoned, listed by:

- 1) Total Calls Offered
- 2) Total Calls Abandoned
- 3) Average time to abandon

B. Monthly results for Average Speed Answer in minutes, seconds;

C. Total number of calls handled (answered by an agent);

D. Total number of calls handled and minutes by the Connecticut call center for Connecticut NEMT services;

E. Average Handle Time;

F. Average number of daily phone calls offered;

G. The amount of telephone system inoperable time, more than 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. Post trip review and verification report on a quarterly basis;
- D. Number of trips denied by reason denied;
- E. Number of trips scheduled;
- F. Number of trips canceled by the Contractor;
- 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 and reported on a quarterly basis);
- I. Upon request of the Department, the number of trips completed, no show, and late by each transportation subcontractor.
- J. The number of multi-loading trips booked and fulfilled.

**4. Complaint And Incident Report.**

The Contractor shall submit complaint and incident data that identifies:

- A. The number and percentage of complaints compared to total number of trips provided;
- B. The number of complaints by category, as approved by the Department and including the aggregate number of complaints;
- C. Average length of time to resolve a complaint;
- D. Incidents categorized by substantiation and non-substantiation, time/days to resolution, and action taken, if any.

**5. Notice Of Action Report**

The Contractor shall submit notice of action or denial data that identifies:

- A. The number of notices or denials;
- B. The reason for the notice;
- C. The number of appeals and hearings;
- D. Appeal and hearing outcomes.

**6. 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.

**7. Subcontractor Report**

- a. The Contractor shall develop 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 develop a Subcontractor summary report semi-annually. The report shall include at a minimum:
  - 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;
  - For Companion mileage - Agency name and ID, number of staff providing transportation, plate
  - For volunteers - the number of volunteers.

**8. Transportation Provider 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 Section VII of this SOW, 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:
  - 1) For livery, taxi, van, wheelchair livery, invalid coach, or similar provider - provider name and number, each vehicle's make/model/VIN and plate, vehicle used for each level of services contracted to provide;
  - 2) For Companion mileage – The Companion's employer and ID, number of staff providing transportation, plate number.

**9. 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.

**10. And other reports necessary for the NEMT Program monitoring.**

## Exhibit A-10

### 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 of maintaining multiple addresses and phone numbers and of keeping a history of addresses and phone numbers for Members.

The Contractor shall be able to 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 upon request and within a time agreed upon. File fields may include, but may not be limited to the following:

- Contractor name/ID
  - Member Medicaid ID
  - Member Covered CT ID
  - Member name
  - Member Date of Birth
  - Member eligibility code
  - Member mobility status
  - Aid/escort/infant with member
  - Individual or shared ride
  - Date of trip
  - Address of trip origin
  - Type of origin location
  - Times including actual pick-up time and scheduled pick-
  - Address of destination
  - Type of destination
  - Mileage
  - Level of service
  - Transportation provider name/ID
  - Trip ID
  - Medical service associated with trip
  - Medical provider name
  - Medical provider type/specialty of service
  - Cost/payment
- Money Follows the Person (MFP) trips and any other non-Medicaid covered services are excluded from the above files. The Contractor will be required to provide utilization data for all trips for Covered CT Members.



**CMAP PROVIDER FILE**

The Department shall provide the Contractor with provider network data so that they may build and maintain a provider file.

**ENCOUNTER DATA**

Encounter data will be required from the Contractor for the Department's Data Warehouse (DW) and Transformed Medicaid Statistical Information System (T-MSIS) submissions to CMS. The DW is the central repository for CMAP data. The DW accepts extracts from different source systems and organizes all Medical data for the purpose of reporting and analysis. The DW is an Oracle database. Files may be sent as often as twice a month, once per cycle. The frequency, format, file layout, and data values shall be agreed upon by the Contractor and the Department.

## **Exhibit A-11**

### **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:
  - failure to adhere to Medicaid or other applicable program requirements,
  - acts or omissions that could result in harm to a Member,
  - 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. If 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 the Performance Standards.
3. The Department shall notify the Contractor in writing that it will impose a monetary sanction on the Contractor. The Contractor shall submit a payment to the Department 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. The following acts or omissions by the Contractor shall constitute grounds for the imposition of sanctions against the Contractor:
  - 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.
  - 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 medical documentation to the Contractor to support that they cannot have a shared ride or multi-loaded ride, and are not provided with the appropriate mode of transportation; a sanction of \$1,000 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 \$500 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 pickup or over three (3) in the case of a hospital discharge.
- h. A sanction of \$5,000 per occurrence will be imposed when a Member identified as Special Population is waiting over one (1) hour or a pickup or three (3) hours in the case of a hospital discharge.
- i. Failure to adhere to the incident and accident reporting requirements will result in a \$1,000 sanction per incident or accident not reporting timely.
- j. A sanction of \$5,000 per occurrence will be imposed when a Member misses a medical appointment at the fault of the Contractor or NEMT provider that the Department considers life sustaining. This sanction may not be added or combined to the same sanction of a "Special Population" sanction for the same reason.

## **Exhibit A-12**

### **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 Contractor's methods, processes, and systems proposed. The total incentive available to earn is up to 5 % of the approved annual administrative budget and the actual NEMT expenditures incurred by the Contractor. The up to 5% performance pool is the only calculation that combines the administrative budget and actual NEMT expenditures. 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.

## **Exhibit B**

### **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. The Department also covers non-emergency transportation to and from QHP covered services, and dental services, for Covered CT Program Members.

#### **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.
- Contractor – See Broker
- Continuity of care - Addresses a Member's medical condition requiring ongoing treatment
- Drop off point - The location authorized by the transportation Contractor for the Member's trip to end.
- Escort - A person authorized by the transportation Contractor 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;
  - 
  - Regulated vehicles, such as taxis;
  - 
  - Commercial 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 Contractor, the Contractor'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 Contractor 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 Contractor 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 Contractor, 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 Contractor and Provider Requirements**

- (1) The Department's contracted transportation Contractor:
  - (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 Contractor to comply with the terms specified in their contracts;
  - (b) Contracted Contractor and subcontracted transportation providers to be licensed, equipped, and operating in accordance with applicable federal and state laws;
  - (c) Contracted transportation Contractor 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 and for eligible Covered CT Program Members to and from their QHP covered services and dental services.

### **E. Non-emergency transportation - Member requirements**

- (1) Members must be compliant with the rules, procedures and/or policies of the Department's transportation Contractor, the Contractor'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 full business days (48 hours) 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 Members to and from healthcare services when all the following apply:
- (a) The healthcare service is:
    - (i) Covered as defined in the Medicaid state plan; and
    - (ii) Within the scope of coverage of the eligible Member's specific benefit; or
    - (iii) If a Covered CT Program Member, within the Members's QHP or covered dental service.
  - (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 Contractor 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) 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 Contractors may authorize intermediate stops or delays for Members that are directly related to the original approved trip if the transportation Contractor 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 Contractor is responsible for considering and authorizing exceptions.
- (2) Transportation Contractor 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 Contractor 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 Contractor from their primary care provider (PCP), specialist or other licensed healthcare 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 Contractor 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 for the Contractor to authorize transport to the provider outside the Member’s local community.
  - (h) A non-emergency transportation Contractor 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 Contractor 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 Contractor.
- (2) The transportation Contractor 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 Contractor must authorize all reimbursement for trips in advance of the Member's travel, except for travel that occurred during a period of retroactive eligibility
- (2) A Member must request reimbursement of prior authorized personal reimbursement 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 Contractor with legible copies of:
  - (a) The operator's driver's license;
  - (b) Current vehicle registration; and
  - (c) Proof of insurance.
  - (d) Parking and toll receipts
- (4) The Department or the Department's transportation Contractor 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 Contractor on the date(s) of service for which reimbursement is requested.
- (5) The Department, through its contracted transportation Contractor, 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 Contractor considers to be unsafe for the Member or driver; or
    - (iii) The trip involves an area that the Contractor determines is not physically accessible to the Member.
    - (iv) The environmental conditions combined 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 are not necessary, suitable, or appropriate to the Member's medical condition.

**Exhibit C**

All NEMT utilization, call center activity, complaints, Notices of Action, and other pertinent data may be found using the following link:

[Non-Emergency Medical Transportation \(NEMT\)--Documents \(ct.gov\)](#)