COMMONWEALTH of VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE SERVICES
600 East Broad Street, Suite 1300
Richmond, VA 23219

September 25, 2017

Dear Prospective Vendor:

The Department of Medical Assistance Services (DMAS) is soliciting proposals from qualified firms for non-emergency medical transportation (NEMT) brokerage services for members in the fee-for-service delivery system and for specified services carved out from managed care. The selected Contractor shall provide the required services for DMAS. Specific details about this procurement are in the enclosed Request for Proposal (RFP) 2018-01.

Offerors must check eVA VBO at http://www.eva.virginia.gov for all official addenda or notices regarding this RFP. While DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx, eVA is the official and controlling posting site. The Commonwealth will not pay any costs that any Contractor incurs in preparing a proposal. As provided in the Virginia Public Procurement Act, the Department may reject any and all proposals received or cancel this RFP.

Potential Offerors are requested not to call this office. All issues and questions related to this RFP should be submitted by email in MS Word format to the attention of Ivory N. Banks, Director Program Operations Division, at RFP2018-01@dmas.virginia.gov. All questions must be received by 5:00PM Eastern Time on October 10, 2017. Responses to questions will be posted in a RFP addendum on the eVA and DMAS websites.

Sincerely,

Kayla Anderson

Kayla Anderson
Sr. Procurement Officer

Enclosure

REQUEST FOR PROPOSALS
RFP 2018-01

Issue Date: September 25, 2017

Title: Non-Emergency Medical Transportation Brokerage Services

Contract Period: An initial period of three (3) years from date of award, with provisions for three (3) twelve-month extensions.

Commodity Codes:
91896 – Transportation Consulting
95294 – Transportation Services for the elderly, handicapped, incapacitated, etc…
95856 – Health Care Management Services
95891 – Transit Management Services

All inquiries should be directed in writing via email in MS Word Format to
RFP2018-01@dmas.virginia.gov

Ivory N. Banks, Director Program Operations Division
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219

Mandatory Preproposal Conference: **October 10, 2017, 1:00 PM Eastern Time**

Deadline for Submitting Inquiries: **October 10, 2017, 5:00 PM Eastern Time**

Proposal Due Date: Proposals will be accepted until **10:00 AM Eastern Time on October 30, 2017**

Submission Method: The proposal(s) must be sealed in an envelope or box and addressed as follows:

"RFP 2018-01 Sealed Proposal"
Department of Medical Assistance Services
Attention: Kayla Anderson
600 E. Broad Street, Suite 1300
Richmond, Virginia 23219

Facsimile transmission of the proposal is not acceptable.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 19.3.1, e in General Terms and Condition 19.3. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

MANDATORY PREPROPOSAL CONFERENCE: An mandatory preproposal conference will be held on October 10, 2017 at 1:00PM Eastern Time at the Department of Medical Assistance Service, 600 E. Broad Street, Conference Room 7B, Richmond, VA 23219. The purpose of this conference is to allow DMAS an opportunity to clarify various facets of the RFP. Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this RFP, in person attendance at this conference will be a prerequisite for submitting a proposal.

Proposals will only be accepted from those Offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be permitted to sign the register after 1:15PM on day of conference. Due to space limitations, Offerors are limited to two (2) representatives each at the preproposal conference. To ensure adequate accommodations, Offerors must pre-register with Ivory N. Banks by sending an email to RFP2018-01@dmas.virginia.gov stating the name of Offeror and Offeror's two (2) participating representatives. Offerors must pre-register no later than 10:00 AM Eastern Time on October 5, 2017. Attendance by teleconference will not be available. Offerors should bring a copy of the RFP to the conference. Any changes resulting from this conference will be issued in a written addendum to the RFP.

In compliance with this Request for Proposal and pursuant to all conditions imposed herein or incorporated by reference, the undersigned proposes and agrees, if awarded this contract, to furnish the services contained in their proposal.

Firm Name (Print)	F.I. or S.S. Number
Address	Print Name
Address	Title
City, State, Zip Code	Signature (Signed in Ink)
Telephone:	Date Signed
Fax Number:	Email:
eVA Registration Vendor Number **Required:**	eVA Vendor #:
State Corporation Commission ID Number **(Required)**: See Special Terms and Conditions	SCC ID #:
Dun & Bradstreet D-U-N-S Number (**Required):**	DUNS#:
Check Applicable Status Corporation ---------- Partnership --------- Proprietorship -------- Individual ------Woman Owned ---------- Minority Owned ---------- Small Business --------- If Department of Small Business and Supplier Diversity (DSBSD) certified, provide certification number:_____	

Submit this completed form with Technical Proposal under Required Forms

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MEDICAL ASSISTANCE SERVICES

REQUEST FOR PROPOSALS

FOR

NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) BROKERAGE SERVICES

RFP 2018-01

ISSUED: SEPTEMBER 25, 2017

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RFP 2018-01
VIRGINIA MEDICAID
NON-EMERGENCY MEDICAL TRANSPORTATION BROKERAGE SERVICES

SECTION I INTRODUCTION

1.1 INTRODUCTION

The Department of Medical Assistance Services (DMAS), hereinafter referred to as the Department or DMAS, is the single State Agency in the Commonwealth of Virginia that administers the Medicaid program under Title XIX of the Social Security Act and the Children's Health Insurance Program (known as FAMIS) under Title XXI of the Social Security Act. These programs are financed by both Federal and State funds and are administered by the State according to Federal guidelines. The Medicaid and FAMIS fee-for-service programs includes coverage of non-emergency medical transportation (NEMT) services for eligible members.

Under §1902(a)(4) of the Social Security Act, state Medicaid programs are required to ensure necessary transportation for members to and from Medicaid covered services. This RFP seeks the services of a single statewide NEMT broker for eligible members.

The Virginia Medicaid program covers approximately 1,148,015 individuals and is delivered to individuals through two models: fee-for-service and managed care. As of July 2017, 87% of Medicaid enrollees received their benefits through a Managed Care Organization (MCO) and 13% of enrollees participated in full benefit Medicaid through fee for service (FFS). Virginia has been increasing its use of the MCO program because of the value it provides enrollees and the Commonwealth.

The NEMT benefit is provided through both the fee-for-service program and the managed care programs. Medicaid and FAMIS fee-for-service members who are eligible for NEMT are individuals who are excluded from the managed care programs (e.g., members of Plan First) or members who are: newly enrolled into Medicaid and/or a home and community-based waiver and awaiting assignment to a health plan; and, who are not enrolled in a health plan. DMAS anticipates that, due to the full implementation of the Commonwealth Coordinated Care (CCC) Plus program by January 2018, the number of fee-for-service members utilizing NEMT services under this contract will decrease. {Reference Section 1.3 – Populations}

NEMT is a benefit that provides access to transportation to and from Medicaid and FAMIS fee-for-service covered services to a population that has no other means of transportation available. Transportation services are of particular importance to members who need services such as, but not limited to, day support, supported employment, dialysis, or chemotherapy, and in each case has no other transportation available.

Virginia's fee-for-service NEMT program is administered state-wide by a single broker. The current volume of trips is approximately four million per year (see Table 1 below) however this does not reflect change in volume due to implementation of the CCC Plus program beginning August 2017, with an anticipated drop of at least 1 million trips (*). Many of the post CCC Plus implementation trips are for recurring appointments to day support for Virginia's intellectually disabled (ID) and developmentally disabled (DD) Medicaid members.

Table 1 – NEMT Volume

Contract Year	2014	2015	2016
Total Trips*	4,325,825	4,108,064	4,087,528
Per Month Unduplicated Ridership (Average)**	8.7%	7.28%	6.78%
Number of members utilizing transportation	19,377	19,660	19,028
Number of Providers	398	382	710
Number of Vehicles	1,440	1,436	1,890
Number of Trained volunteer drivers	229	245	205
Number of public transit systems	19	18	19
Gas Reimbursement Facilities (provides transportation for their own members, e.g., CSBs)	68	77	147

** The value represents the percentage of total eligible members that utilize NEMT. The percent value above is the average of 12 months.

1.2 MANDATES IMPACTING NEMT

Offerors, in response to this RFP, shall attest to a full understanding of each mandate listed below and shall provide assurances to comply with all provisions of each mandate, and commit to working with DMAS on all NEMT projects and comply with all new initiatives undertaken that may occur mid-year in the contract cycle including but not limited to implementing federal or state mandates, including recommendations from the mandates listed, and/or the Virginia General Assembly, etc.

1.2.1 2010 Appropriations Act (Chapter 874)

Item 300 (E): In addition to any regional offices that may be located across the Commonwealth, any statewide, centralized call center facility that operates in conjunction with a brokerage transportation program for persons enrolled in Medicaid or the Family Access to Medical Insurance Security plan shall be located in Norton, Virginia.

1.2.2 Joint Legislative Audit and Review Commission (JLARC)

In December 2015, the Virginia Joint Legislative Audit and Review Commission (JLARC) released a report, *Performance and Pricing of Medicaid Non-Emergency Transportation,* (http://jlarc.virginia.gov/nemt-2015.asp) in response to a directive from the Virginia General Assembly to "assess the cost-effectiveness of Medicaid non-emergency medical transportation in Virginia. Interest in this topic was prompted by concerns that poor performance could leave medically fragile Medicaid members vulnerable to missed appointments and reduce access to necessary healthcare." The report outlined seven (7) recommendations to improve the quality of NEMT services:

1. Require backup drivers for providers with consistently higher than average complaint rates;
2. Develop performance standards requiring on-time drop-off for critical care appointments;
3. Require the broker to utilize a statewide GPS-enabled routing and tracking system;
4. Establish capitated rates annually using reliable, independently validated cost data;
5. Establish a financial risk corridor that limits the monthly profit and loss of the transportation broker;
6. Require the broker to provide trip-level and administrative cost data that can be independently verified for purposes of annual rate setting and financial risk corridor payment adjustments;
7. Issue a request for proposals for statewide non-emergency medical transportation services as soon as reliable rate setting data is available.

1.2.3 General Assembly

The 2016 Acts of Assembly Chapter 0114 directed the "Department of Medical Assistance Services shall issue a Request for Proposal for statewide nonemergency medical transportation services as soon as

reliable rate setting is available, in order to enter a new contract by July 1, 2017". Reference http://lis.virginia.gov/cgi-bin/legp604.exe?161+ful+CHAP0114. DMAS has contacted the General Assembly to advise them of the delay of the implementation.

1.2.4 Department of Justice (DOJ)

Under a settlement agreement (the "Agreement") with the Department of Justice (DOJ), the Department of Medical Assistance Services (DMAS) and Department of Behavioral Health Developmental Services (DBHDS) have worked diligently for two years, engaging the expertise of consultants as well as stakeholders across the Commonwealth, to redesign Virginia's Home and Community Based Services waivers (HCBS) for individuals with intellectual and developmental disabilities (ID/DD). The redesign combines the target population of individuals with both intellectual disability and other developmental disabilities and offers services that promote community integration and engagement. Under the waiver redesign, the following proposed new waivers will replace the existing ID/DD waivers:

a. The current Day Support (DS) waiver will become the "Building Independence" (BI) waiver and is intended to support adults (18+) able to live independently in the community. Individuals will typically own, lease or control their own living arrangements. Supports are complemented by non-waiver funded rent/housing subsidies. The supports available in the waiver will be periodic or provided based on need.
b. The current Developmental Disabilities (DD) waiver will become the "Family and Individual Supports" (FIS) waiver and provide supports for individuals living with their families, friends, or in their own homes, including supports for those with some medical or behavioral needs. It will be available to both children and adults.
c. The current Intellectual Disability (ID) waiver will become the "Community Living" (CL) waiver and provide up to 24/7 residential services and additional supports for adults and some children with exceptional medical and/or behavioral support needs. This waiver will include the full array of medical, behavioral, and non-medical supports.

Additional information about the waiver redesign may be found at http://www.dbhds.virginia.gov/individuals-and-families/developmental-disabilities/my-life-my-community.

The DOJ agreement requires an Independent Reviewer to determine if the Commonwealth is in compliance with the terms of the Agreement. The Reviewer's reports are due twice annually, on a six-month cycle, during the pendency of the Agreement.

In the seventh review period conducted April 7, 2015 – October 6, 2015, (http://www.dbhds.virginia.gov/library/developmental%20services/7th%20report%20to%20the%20court.pdf) the Independent Reviewer determined that the Commonwealth was in noncompliance with qualitative aspects of transportation that address concerns related to the quality of transportation services for individuals with ID/DD.

While the report outlined recommendations for the current broker, DMAS, under this RFP, shall require the Contractor to adhere to the following specific to NEMT services for the ID/DD populations:

1. Separate out ID/DD Waiver users in data collection and reporting, and the quality improvement processes, to ensure that transportation services are being properly implemented for the members of the target population;
2. Encourage more users, including ID/DD Waiver users and/or their representatives, to participate in the Advisory Board process;

3. Periodically sample survey transportation users to assess user satisfaction and to identify problems; and
4. Conduct focus groups with the ID/DD Waiver population, in order to identify problems.

Until completion of the waiver redesign, the Contractor shall provide NEMT services to waiver services for these members. It is anticipated that transportation to waiver services for CL/FIS (formerly ID/DD) members, as provided under this contract, will transition to the managed care organizations beginning July 2019 but no later than July 2020.

1.3 POPULATIONS

Approximately 87% of the Virginia Medicaid population is enrolled in managed care. however, DMAS anticipates that there will continue to be a specialized population of fee-for-service membership that will access transportation services through this contract, such as

- intellectually and developmentally disabled Medicaid members - transportation to waiver services only beginning August 2017 (see above);
- members who are enrolled in Plan First Family Planning Program;
- members and services excluded from managed care; and
- members who are newly enrolled into Medicaid or one of the home and community-based services waivers and are awaiting assignments to a health plan {Medallion 3.0, MEDALLION 4.0, or CCC PLUS}.

For the managed care programs, newly enrolled members may spend between 15 – 60 days in fee-for-service prior to health plan enrollment. The Contractor shall be responsible for NEMT services for these members until they transition into the health plan.

Table 2 provides enrollment data for the Medallion 3.0 program for February 2017 through July 2017. These numbers include populations that will transition to the Commonwealth Coordinated Care (CCC) Plus program beginning August 1, 2017.

Table 2 - Six Month Medallion 3.0 Enrollment Trend by Region

	CNVA	FSWV	HALF	LSWV	NOVA	TIDW	USWV	Total
Feb 2017	199,430	52,631	45,016	76,627	179,505	170,168	48,021	771,398
Mar 2017	199,959	52,902	45,040	77,299	180,585	171,164	48,561	775,510
Apr 2017	200,416	52,951	45,171	78,082	181,627	172,075	48,885	779,207
May 2017	199,667	53,223	45,392	78,924	182,317	173,103	49,156	781,782
Jun 2017	201,113	53,183	45,617	79,209	182,518	173,002	49,314	783,956
Jul 2017	202,807	53,094	45,690	79,490	183,497	169,794	49,480	783,852

CNVA–Central VA FSWV–Far Southwest VA HALF–Halifax LSWV–Lower Southwest VA NOVA–Northern VA TIDW–Tidewater USWV–Upper Southwest VA

Table 3 provides information on the change in enrollment trends for February 2017 through July 2017 for the Medallion 3.0 program.

Table 3 – Medallion 3.0 Monthly Enrollment Trend

Net Change from Previous Month Enrollment

	CNVA	FSWV	HALF	LSWV	NOVA	TIDW	USWV	Total
Feb 2017	1,194	211	243	-415	1,133	757	317	3,430
Mar 2017	529	271	24	672	1,080	996	540	4,112
Apr 2017	457	49	131	783	1,042	911	324	3,697
May 2017	-749	272	221	842	690	1,028	271	2,575
Jun 2017	1,446	-40	225	285	201	-101	158	2,174
Jul 2017	1,694	-89	73	281	979	-3,208	166	-104

Table 4 provides information on the enrollment trends for January 2017 through June 2017 for enrollment into the home and community-based waivers {members will transition from fee-for-service into CCC PLUS}.

Table 4 – HCBS Waivers Monthly Enrollment Trends

Program	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Family and Individual Supports (FIS)	1,068	923	983	1,042	1,097	1,147
Elderly or Disabled with Consumer Directed (EDCD)	35,343	35,484	35,703	35,767	36,080	36,232
Community Living (CL)	10,454	10,724	10,721	10,750	10,787	10,844
Technology Assisted (Tech)	265	268	264	267	263	263
Building Independence (BI)	235	209	211	209	217	221
Alzheimer's (ALZ)	50	46	46	44	43	41

*Contractor shall be responsible for transportation to waiver services after transition into a health plan.
**Contractor shall be responsible for medical and waiver services transportation as required in this RFP.

Table 5 provides information on FFS populations that will receive NEMT services under this contract.

Table 5 – FFS Population Eligible for NEMT as of July 1, 2017

AC	Description	Members
035	Presumptive Eligibility Adult (Pregnant). Age range 19 but less than 57	6
064	Presumptive Eligibility (PE) Child. Age less than 19	20
065	Presumptive Eligibility (PE) Parent/Caretaker Relative	13
075	Juvenile Justice Department Child. Includes Dually Eligible QMB	46
077	PE FORMER FOSTER CARE	0
078	Refugee Other or Refugee Medicaid Other	522
079	Refugee Medicaid Unaccompanied Minor	0
080	Plan First	116,308
082	Individual Under Age 21 in ICF or ICF-MR. Includes Dually-eligible QMB	30
084	PE PLAN FIRST	0

1.3.1 Commonwealth Coordinated Care (CCC) Plus

Beginning August 2017, DMAS will implement the new CCC Plus Program on a regional basis. CCC Plus will serve approximately 214,000 individuals, including children and adults with disabilities and complex needs. CCC Plus will include Medicaid members who:

- Receive Medicare benefits and full Medicaid benefits (dual eligible), including members currently enrolled in the Commonwealth Coordinated Care (CCC) program.
- Are eligible in the Aged, Blind, and Disabled (ABD) Medicaid coverage groups, including 85,920 ABD individuals currently enrolled in the Medallion 3.0 program. These individuals will transition from Medallion 3.0 to CCC Plus on January 1, 2018.
- Receive Medicaid long term services and supports (LTSS) in a nursing facility or through one of DMAS' home and community-based services (HCBS) waivers {This includes the 9,984 home and community-based members who currently are enrolled in Medallion 3.0 for acute care services only}:
    i. Building Independence (BI)*
    ii. Family and Individual Support (FIS)*
    iii. Community Living (CL)*
    iv. Commonwealth Coordinated Care Plus Waiver {formerly the Elderly or Disabled with Consumer-Direction (EDCD) and Technology Assisted (Tech) waivers}
    * Individuals enrolled in the Building Independence, Family and Individual Support, and Community Living Waivers will enroll only for their non-waiver services (i.e., medical, behavioral health, pharmacy services, and transportation to these services).
    * At this time, their BI, FIS, and CL waiver services and Intermediate Care Facility for Individuals with Developmental Disabilities ICF-IDD services and transportation to these waiver services will continue to be covered through Medicaid fee-for-service, until after the completion of the ID/DD waiver redesign. Therefore, under this RFP, the Contractor will provide NEMT services to waiver services for these members. It is anticipated that transportation to waiver services for ID/DD (CL/FIS) members, as provided under this contract, will transition to the managed care organizations beginning July 2019 but no later than July 2020.

  It should be noted there may be optional movement of members, by the Department, in specified benefit plans such as End Stage Renal Disease (ESRD). This could occur in one or all regions during the transition period as well as in the future.

CCC Plus Population Details by Region

Date	Regions	Regional Launch	All Populations
Aug 1, 2017	Tidewater	21,342	47,015
September 1, 2017	Central	23,854	53,049
October 1, 2017	Charlottesville/Western	17,431	30,196
November 1, 2017	Roanoke/Alleghany	11,385	26,061
November 1, 2017	Southwest	12,818	21,782
December 1, 2017	Northern/Winchester	26,749	39,583
January 2018	CCC Demonstration (Transition plan determined with CMS)	27,097	
January 2018	Persons who are Aged, Blind, Disabled (ABD) (Transitioning from Medallion 3.0)	77,010	
Total	**All Regions**	**217,686**	**216,851**

Source: VAMMIS Data; totals are based on CCC Plus target population data as of June 30, 2017

	Level of Care	Central	Charlottesville/ Western	Northern/ Winchester	Roanoke/ Alleghany	Southwest	Tidewater	Grand Total
DUAL								
CCC	EDCD	1,183	336	366	585		780	3,250
CCC	NF	913	270	306	567		717	2,773
CCC	No LTSS	7,057	1,743	2,352	3,960	3	5,959	21,074
FFS	EDCD	4,201	3,061	4,531	1,703	1,441	3,485	18,422
FFS	IDDD	1,826	1,103	1,259	704	464	1,430	6,786
FFS	NF	2,825	2,561	2,257	2,000	1,544	2,305	13,492
FFS	No LTSS	9,085	7,511	12,478	4,517	8,163	8,495	50,249
FFS	TECH	19	3	15	2	1	9	49
Non Dual								
Med 3 ABD	No LTSS	20,042	10,416	9,810	9,564	8,961	18,217	77,010
FFS	EDCD	813	420	1,818	328	59	679	4,117
FFS	IDDD	1,038	429	802	412	257	843	3,781
FFS	NF	441	226	352	218	167	490	1,894
FFS	No LTSS	177	136	65	131	115	378	1,002
FFS	TECH	41	14	75	13	12	51	206
HAP	EDCD	2,280	1,396	2,249	932	373	2,124	9,354
HAP	DD	412	212	210	147	66	290	1,337
FFS ABD	No LTSS	696	359	638	278	156	763	2,890
Total		**53,049**	**30,196**	**39,583**	**26,061**	**21,782**	**47,015**	**217,686**

Source: VAMMIS Data; totals are based on CCC Plus target population data as of June 30, 2017

The populations noted below are not eligible for CCC Plus; coverage will continue through fee-for-service (except PACE and Medallion 3.0/MEDALLION 4.0). Some of the excluded populations may be transitioned to CCC PLUS at a later time.

1. Limited Coverage Groups (Family Planning, GAP, QMB only, etc.)
2. ICF-ID Facilities
3. State Operated Veterans Nursing Facilities
4. Psychiatric Residential Treatment Facility (PRTF) Level C

5. Therapeutic group homes Levels A and B
6. Alzheimer's Assisted Living Waiver
7. Money Follows the Person (MFP)
8. Hospice (CCC Plus enrolled individuals who elect hospice will remain CCC Plus enrolled)
9. PACE – coverage continues through the PACE provider.
10. Medallion 3.0/4.0 and FAMIS managed care enrolled individuals; coverage continues through the MCO.
11. Locally owned government nursing facilities
12. Health Insurance Premium Payment (HIPP)

Reference http://www.dmas.virginia.gov/Content_pgs/mltss-home.aspx for additional information on CCC PLUS.

1.3.2 MEDALLION 4.0

In 2018, the Medallion 3.0 and FAMIS managed care delivery systems, which currently serve more than 783,852 individuals, will be restructured to MEDALLION 4.0 and serve individuals in the low income families with children (LIFC), FAMIS, FAMIS MOMS, and pregnant women covered groups. The new MEDALLION 4.0 program will no longer exclude individuals who are Medicaid eligible and have other major health coverage referred to as TPL (Third Party Liability) coverage. Following the transition of certain groups from Medallion 3.0 (those receiving LTSS, "HAP", and the aged, blind, and disabled "ABD") to CCC PLUS, Medallion 3.0 will be re-procured to adjust the population mix and to include additional enhancements. This adjustment may impact the number of fee-for-services members utilizing NEMT services under this contract.

MEDALLION 4.0 is the next phase of program improvements to Virginia's managed care delivery system. The MEDALLION 4.0 program, through the contracted MCOs, will be the vehicle through which DMAS will drive innovations in service delivery and payment models for over 737,000 Medicaid and FAMIS members.

The new program will build on the strengths and experience of the twenty-year Medallion program and will closely align with the new Commonwealth Coordinated Care Plus (CCC Plus) program. Together and where feasible, MEDALLION 4.0 and CCC Plus may streamline policies and processes related to a value-based purchasing, common core formulary, data integrity, quality, etc.

Additional information related to the operations of DMAS' current NEMT is available at http://www.dmas.virginia.gov/Content_pgs/trn-home.aspx.

1.4 DMAS OBJECTIVES

DMAS is committed to offering all eligible Virginia Medicaid and FAMIS members safe, appropriate, reliable, high quality, and cost-effective NEMT services. Therefore, it is the intent of the Department to solicit proposals from Offerors who wish to contract with the Commonwealth under a risk-based contract. The Contractor shall receive a monthly capitated per-member-per-month (PMPM) payment, as determined by the RFP negotiations and subsequent contract award, for each member whose eligibility for the current month has been confirmed by DMAS. The capitated PMPM payment will consist of an administrative component and a service cost component. The administrative component shall be competitively bid. The service cost component will be actuarially determined based on historic cost and utilization. The service cost component shall be subject to a risk corridor mechanism in which DMAS and

the Contractor may share in profits and losses under the contract outside of a predetermined threshold amount.

Virginia is interested in transitioning to a contract that incorporates state-of-the-art technology for arranging trips, fleet management, quality assurance and compliance, communicating with Medicaid and FAMIS members and/or their authorized representatives, and prioritizing dialysis trips, urgent care trips, handling standing trips, and hospital discharge trips.

All DMAS emergency ground and air ambulance services are excluded from this RFP. Out-of-state transportation services and non-emergency air ambulance services are requested as optional services, and thus may be excluded or may be included in this RFP per Sections 4.13 and 17.3.2.

Qualified organizations shall be capable of providing the Department with statewide comprehensive NEMT services for eligible fee-for-service Medicaid and FAMIS members. Proposals shall be based on the NEMT responsibilities and proposal submission requirements set forth in this Request for Proposal (RFP 2018-01). The selected Contractor shall provide the services required in this RFP; in an efficient and effective manner, within federal, state, and DMAS requirements; ensuring the highest standards of performance, program integrity, and customer service; at a reasonable cost to the Commonwealth.

The State is soliciting proposals that meet the following overall objectives:

- Ensure eligible members receive high quality, appropriate, safe, and cost-effective NEMT services;
- Reflect an understanding of, and dedication to, the special needs of the diverse Medicaid and FAMIS populations, including specified home and community-based waiver participants;
- Ensure members are educated and provide assistance for those who receive services through both managed care and fee-for-service delivery systems;
- Provide an effective and highly efficient operation that takes advantage of technology; reduces the administrative burden on NEMT providers, facilities, other service providers, and members; and provides flexible operations that will allow the State to react to program changes in a timely manner;
- Monitor beneficiary access and complaints and ensure that transportation is timely and that transport personnel are licensed, qualified, competent, and courteous;
- Authorize and schedule all NEMT services, including taxicabs, vans, mini-buses, wheelchair vans, stretcher vans, ambulances, and alternate transportation (e.g., fixed-route public transportation, volunteer drivers, vouchers and gas reimbursement), and travel related expenses for members eligible for NEMT services;
- Recruit and maintain an adequate network of NEMT providers that is supported by subcontract agreements and is sufficient to provide eligible members efficient and timely access to NEMT services to and from covered services;
- Ensure and document that all NEMT providers have the correct and current Operating Authority from the Virginia Department of Motor Vehicles; a USDOT Number from the Federal Motor Carrier Safety Administration (FMCSA) if trips require crossing into another state; and, the correct and current taxi permit and business license for the city or county in which they operate.
- Reimburse contracted NEMT providers for services furnished under this RFP. The Contractor's payment to NEMT providers shall be sufficient to enlist enough providers to ensure members' access to Medicaid or FAMIS covered services; and,
- Minimize program administrative costs and reduce State benefit expenditures for NEMT services without negatively impacting the members and their access to needed services.

Following evaluations of the proposals received as a result of this RFP and in accordance with Section 20.5, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. The Department will conduct negotiations with the Offeror(s) so selected. The Department intends to make a single, statewide award as a result of this RFP.

Number of Awards: An Offeror shall submit a proposal for statewide services. The maximum number of contracts to be awarded under this RFP is one.

Duration of Contract: The duration of the contract resulting from this RFP shall be three (3) years from the award of contract. This contract may be renewed by the Commonwealth upon written agreement of both parties for up to three (3) successive 1-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to expiration.

1.5 EXPANSIONS/RETRACTIONS

The Contractor shall be responsible for the provision of NEMT services to eligible fee-for-service Medicaid and FAMIS members. The Contractor shall not be responsible for members enrolled in the Medallion 3.0, CCC Plus, or MEDALLION 4.0 managed care programs, except as indicated above.

Over the duration of this contract, the Department may deem it necessary to expand or retract the managed care programs. An expansion would decrease the number of members receiving NEMT services through this contract. A retraction may result in an increase in the number of members receiving NEMT services under this contract.

The Department reserves the right to expand or retract the number of members receiving services under this contract with ninety (90) days' notice. The Department will notify the Contractor of any deletions of programs and/or populations and its projected impact on payment at least 90 days prior to the effective date of the deletion of program and/or population. DMAS reserves the right to negotiate payment to the Contractor as a result of any increase or decrease in population due to federal or State regulatory changes, or federally approved Medicaid waivers for Virginia including the managed care/care coordination initiatives described in this RFP.

All DMAS emergency ground and air ambulance services are excluded from this RFP. Out-of-state transportation services and non-emergency air ambulance services are requested as optional services, and thus may be excluded or may be included in this RFP per Sections 4.13 and 17.3.2.

1.6 DEFINITIONS

Throughout this RFP, the following definitions shall be applicable:

- Accident - unexpected, unusual and unintended external action which occurs in a particular time and place, with no apparent and deliberate cause but with marked effects.
- Action - an action taken by the Contractor to deny, terminate, suspend, or reduce services and/or date range(s) for services, or to partially approve a request for services. The Contractor's failure to take action on a request for services within established timeframes is also an action that may be appealed. "Adverse action" and "action" are used interchangeably. Members may appeal such actions to the DMAS Appeals Division.

- Adequate Network – number of transportation providers in the network and service area to cover all trip reservations so that each Member arrives and returns to and from their Medicaid paid services on time.
- Adjudicated Claim - the point in the processing of claims at which a final decision is reached to pay or deny a claim.
- Administrative Costs – the Contractor's costs of operations not including expenses or payment to Transportation Providers or Subcontractors for direct services. The administrative cost component shall include administrative costs, including corporate overhead and profit. When the Contractor operates a pool of volunteer drivers, the administrative costs associated with the Contractor's volunteer management (e.g., volunteer recruitment, screening, training, etc.) are Administrative Costs; the costs associated with a volunteer's mileage or reimbursement of other expenses are Direct Service Costs. When the Contractor has expenses such as mailing, delivery of bus passes, tickets, and/or gas cards, such costs are Administrative Costs. The actual purchase of bus pass, tickets or tokens, gas cards are direct service costs.
- Administrative Cost Per Trip – the Contractor's administrative costs divided by the number of trip reservations made by the Contractor.
- Alternate Transportation – mode of transportation that includes fixed-route public transportation, volunteer drivers, vouchers and gas reimbursement.
- Ambulance – (or Emergency medical services vehicle) as defined by *Code of Virginia* § 32.1-111.1, means any vehicle, vessel or craft that holds a valid permit issued by the Virginia Department of Health, Office of Emergency Medical Services (OEMS) and that is specially constructed, equipped, maintained and operated, and intended to be used for emergency medical care and the transportation of patients who are sick, injured, wounded, or otherwise incapacitated or helpless. The word "ambulance" may not appear on any vehicle, vessel or aircraft that does not hold a valid EMS vehicle permit. This RFP applies only to non-emergency ambulance transportation services such as neonatal and other ambulance services as in defined in 42 CFR 414.605 – Definitions that include non-emergency basic life support (BLS), non-emergency Advanced Life Support (ALS), non-emergency Paramedic Intercept (PI), and Specialty Care Transport (SCT).
- Annual Reports – for the purposes of contract reporting requirements, annually shall be defined as within 90 calendars days of the effective contract date and effective contract renewal date.
- Appeal - a request made to the DMAS Appeals Division by a member or provider for a neutral party to review an action taken by the Contractor to determine whether the action complied with Medicaid laws, regulations, and/or policy. The appeal procedures shall be governed by the Department's regulations and any and all applicable laws and court orders.
- Area Agency on Aging (AAA) - one of the twenty-five agencies designated by the Governor to receive federal funds under the Older Americans Act to provide services to older Virginians. A list of the agencies and the localities they serve can be found at http://www.vaaaa.org/agencies/.
- Assistant - the person who rides with the driver of a stretcher van, assists with loading and unloading the stretcher, and sits beside the passenger during transport.
- Attendant - see Transportation Attendant.
- Available Transportation - transportation to covered services that can be provided safely by an assigned provider, or by alternate transportation.
- Back-Up Vehicle – a vehicle that a provider uses when another vehicle is being serviced or is inoperable. The backup vehicle must have a current inspection sticker from the Contractor and a state inspection sticker.
- Bariatric Transport - transport provided by a qualified ambulance or stretcher van operator to individuals who have a body mass index of greater than 40 or weigh at least 100 lbs. over ideal weight. The Contractor must have qualified ambulance operators who have the equipment and the training

to transport patients whose weight may be 500 pounds or more. Bariatric transportation must comply with the most current guidelines, rules or regulations of the Virginia Department of Health, Office of Emergency Medical Services.

- Broker - any person or business not included in the term "motor carrier" and not a bona fide employee or agent of any such carrier, who, as principal or agent, sells or offers for sale any transportation subject to this chapter, or negotiates for, or holds himself out by solicitation, advertisement, or otherwise as one who sells, provides, furnishes, contracts, or arranges for such transportation. (*Code of Virginia* § 46.2-2000). The DMAS transportation Contractor is required to have a broker license from the Department of Motor Vehicles (*Code of Virginia* § 46.2-2099.17-19).
- Brokered Out-of-State Transportation - provided whenever it is the general practice for members in a particular locality to receive Medicaid or FAMIS covered services from an enrolled Virginia Medicaid provider in a bordering state within a 50-mile radius of the Virginia border. A few examples are travel from Scott County, VA to Johnson City, TN or travel from Tazewell County, VA to Bluefield, WV; from Emporia, VA to Durham, NC; bordering VA cities to North Carolina Medical Triangle; or from Prince William County, VA to the District of Columbia or Montgomery County, MD.
- Cancellation – a trip is considered cancelled if the member notifies the Contractor within the required timeframe that the transportation is no longer needed.
- Clean Claim - a claim for payment that can be processed without obtaining additional information from the provider or from a third party. It shall not include a claim submitted by or on behalf of a NEMT provider who is under investigation for fraud or abuse, or a claim that is under review for medical necessity.
- Client Medical Management (CMM) - a case management and utilization control program for members who overuse Medicaid or FAMIS services administered by the DMAS Recipient Monitoring Unit in the Program Integrity Division. The Unit conducts utilization reviews to identify members who meet criteria for inappropriate over utilization of any Medicaid or FAMIS service, such as physician, prescription drug, and emergency department services.
- Close of Business – 5:00pm Eastern Time.
- Community Service Board (CSB) - a citizens' board established pursuant to *Virginia Code* § 37.1-195 which provides mental health, intellectual disability, and substance abuse programs and services within the political subdivision or political subdivisions participating on the board.
- Complaint - an expression of dissatisfaction. A complaint is the same as a grievance.
- Complaint Rate - total number of complaints by members, facilities and providers, divided by number of net completed trips. Net trip totals do not include public transit, gas reimbursement, and vouchers.
- Contractor – the broker; an entity that has signed a contract with DMAS to provide transportation brokerage services.
- Curb-to-Curb Service - transportation provided to passengers who need little if any assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the member's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include the lifting of any member. Drivers are to remain at or near their vehicles and are not to enter any buildings.
- Dead Head Miles – non revenue miles traveled such as miles provider traveled from garage to the first pick-up and travel back to the garage after the last drop-off.
- Demand Response Order – any transportation request other than a standing order.
- Direct Service Costs – the expenses and payments made to transportation services providers for services, including gas reimbursement, members travel expenses, and reimbursement to the Contractor's pool of volunteer drivers.

- DMAS Out-of-State Transportation - NEMT to a site outside of Virginia's borders so that a member can receive a Medicaid or FAMIS covered medical service that is not available from an in-state Medicaid provider. Examples include sending members with rare diseases to a nationally known treatment center, or using new treatment procedures that only a few specialists in the United States are able to provide. In order for a member to be treated out-of-state, the referring physician must request service authorization and reimbursement approval from the DMAS Medical Director. Once service authorization is granted, the DMAS Transportation Unit currently arranges the out-of-state transportation services, including meals, lodging and an attendant, if necessary. These services may fall within the scope of the Contractor's responsibilities under this Contract, as out-of-state transportation is requested as an optional service.
- Door-to-Door Service - transportation provided to passengers who need assistance to safely move between the door of the vehicle and the door of the passenger's pick-up point or destination. The driver exits the vehicle and assists the passenger from the door of the pick-up point (e.g., residence), escorts the passenger to the door of the vehicle and assists the passenger in entering the vehicle. The driver shall assist the member throughout the trip and to the door of the destination. It does not include the lifting of any member. Drivers, except for ambulance or stretcher van personnel, should not enter a residence.
- Emergency – an emergency medical condition means the sudden onset of a medical condition (including labor and delivery) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
    - Placing the patient's health in serious jeopardy;
    - Serious impairment to bodily functions; or
    - Serious dysfunctions of any bodily organ or part.
- Encounter - a "proxy claim" for each service provided. DMAS utilizes the encounter reporting to evaluate all aspects of quality and utilization management.
- Escort - a family member, friend or facility employee who accompanies a member for the entire trip and stays with the member at the destination. The Contractor is not responsible for providing escorts. The escort is to ride with the member at no charge. The reservation for an escort to ride with member should be called in the same time as member's reservation.
- FAMIS - Family Access to Medical Insurance Security is a federal and State funded health insurance program for children under the Children's Health Insurance Program under Title XXI of the Social Security Act, as amended. It is designed to meet the health care needs of Virginia's uninsured children less than 19 years of age, in working families that earn too much to qualify for Medicaid, but not enough to afford private health insurance.
- FAMIS Members - persons enrolled in DMAS' FAMIS program that are eligible to receive services under the Children's Health Insurance Program under Title XXI of the Social Security Act, as amended.
- FAMIS Services - services in the federally approved plan for Virginia, as amended, under Title XXI of the Social Security Act.
- FFS – Fee For Service.
- Fraud - an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or State law.
- Freedom of Choice – DMAS' current coverage of NEMT in its state plan was allowed under provisions of the Deficit Reduction Act of 2005, which permitted states to establish NEMT brokerage programs without a waiver or under administrative claiming. While this federal change allowed the removal of freedom of choice for NEMT, the Contractor should accommodate a member's request for a specific provider when able to, especially in the transportation of members with disabilities.

- Gas Reimbursement - transportation to covered services that can be provided safely by friends, family member, a spouse, by the parent or guardian of a minor child, or by the member. The driver must have a valid operator's license and there must be an available vehicle. The vehicle must be in operable condition and available for use at the time of the appointment.
- Grievance - an expression of dissatisfaction with the quality of services provided or authorized by the Contractor. A grievance is filed and decided at the Contractor level. (Possible subjects for grievances include, but are not limited to, the quality of care or services provided and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights).
- Hand-to-Hand Transportation - transporting the member from a person at the pick-up point into the hands of a facility staff member, family member or other responsible party at the destination. Some members with dementia or developmental disabilities, for example, may need to be transported hand-to-hand.
- Hearing - a neutral forum during which an impartial Department hearing officer accepts testimony and evidence from the Contractor and member about an action that was taken.
- Hospital Discharge - upon notification by a hospital that a member eligible for NEMT services is ready to be discharged, the Contractor contacts an appropriate NEMT provider for pick-up within three (3) hours of the call to the broker. A hospital discharge is considered an urgent trip.
- Implementation – April 2, 2018, the date that the Contractor must begin providing transportation to members eligible for NEMT services.
- Incident - an occurrence, event, breakdown, or public disturbance that interrupts a trip causing the driver to stop the vehicle, such as a passenger who becomes unruly or ill.
- Late - more than 15 minutes after the scheduled pick-up time or dropping the member off after the scheduled appointment time.
- Late Rate - rate will be calculated using the number of late trips per day, then per month, divided by the total completed trips per day, then per month. The Contractor shall report the percent of all trips late per day on a weekly or monthly basis.
- Level of Assistance – member assistance requested or when necessitated by the member's mobility status or personal condition. This includes door-to-door and hand-to-hand assistance. Curb to Curb is the default level of assistance.
- Level of Service - most appropriate mode of transportation service required or medically necessary to safely transport member to their Medicaid covered service: i.e., non-emergency ambulance, stretcher van, wheelchair van, mini-van, sedan, taxi, gas reimbursement, volunteer driver, vouchers, or fixed-route public transportation.
- Long Distance – a trip at least 21 miles or greater from the point of pickup.
- Medicaid Members - persons currently enrolled with DMAS who are receiving services under the Virginia State Plan for Medical Assistance Services and Medicaid Waivers, as amended.
- Medicaid Services - services under the Virginia State Plan for Medical Assistance Services, as amended, as provided for in Title XIX of the Social Security Act and services under waivers approved for Virginia by the Centers for Medicare & Medicaid Services (CMS) under Title XIX of the Social Security Act.
- Member Late – a member is considered late any time they are not ready and waiting when the provider arrives within the 30-minute pick-up window.
- Members with Disabilities - Members with a physical, sensory, intellectual, developmental, or cognitive disability. Members with disabilities, especially those residing in nursing facilities, dialysis or attending Day Support Programs or Adult Day Health Care programs, frequently require door-to-door or hand-to-hand transportation assistance.
- Minibus – any motor vehicle having a seating capacity of not less than seven nor more than 16 passengers, including the driver, and used in the transportation of passengers.

- Monthly – for the purposes of contract reporting requirements, monthly shall be defined as the 15th day of each month for the prior month's reporting period or the next business day, if the 15th falls on a weekend or a holiday.
- Nearest Appropriate Provider - the nearest service provider who (1) provides the covered service needed by the member; (2) will accept the member as a patient; and, (3) can provide the service when it is needed.
- No Vehicle Available – an unfulfilled trip; an eligible trip for which the Contractor cannot find a provider who has a vehicle available to transport the member.
- Non-Contracted Provider – a transportation provider (such as non-emergency ambulance), or entity who has not entered into a contract with the Contractor but provides transportation services for Medicaid members through the Contractor. Before transporting members, non-contracted providers must still meet provider, driver, and vehicle requirements of this contract.
- NEMT - an abbreviation for "non-emergency medical transportation," for all eligible Medicaid members.
- Offeror - an entity that is offering a proposal in response to this RFP.
- On Time - for on-time pick up of an A-leg, the provider must arrive within a thirty-minute window: fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes afterward. For a scheduled return trip, "on time" is actual scheduled return time until 15 minutes past this scheduled return time. For an unscheduled return trip (Will Call), e.g., after a medical appointment, "on time" is arrival of the provider within 45 minutes of the time the Contractor is notified that the member is ready to be picked up
- Personal Assistant - a person who is designated by a member to assist with one or more daily life functions, including helping the member use transportation services. A fare is not charged for the personal assistant to ride with the member. Personal assistants are not provided by the Contractor.
- Provider – a transportation provider who has entered into a contract with the Contractor.
- Provider Early - a complaint that an assigned provider arrived more than 15 minutes before the scheduled pick up time.
- Provider Late – a complaint that an assigned provider arrived more than fifteen minutes after the scheduled pick-up time.
- Provider No Show – a complaint that an assigned provider arrived more than an hour after the scheduled pick up time or did not arrive at all.
- Public Transportation, Fixed-Route - transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule and does not deviate from the route or the schedule. Passengers are picked up at designated stops.
- Quarterly - for the purposes of contract reporting requirements, quarterly shall be defined as within 30 calendar days after the end of each calendar quarter.
- Reconsideration - a written request from a transportation provider to the Contractor for a meeting within thirty (30) days to reconsider or modify a decision or action affecting the transportation provider.
- Region – one of six geographic areas of Virginia. They are determined by DMAS and may be used for transportation planning and administrative purposes by the Contractor. (Attachment I)
- Rider No Show – a rider no show occurs when the member is not present and ready to board at the time during the pickup window that the provider arrives; the member is not transported.
- SBE – Small Business Enterprise as defined by the Virginia Department of Minority Business Enterprise (see www.dmbe.virginia.gov); at least 51 percent independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

- Service Authorization – The final determination made for specified medical services for a specified member by a specified provider. Most services require an approved service authorization prior to service delivery.
- Shall – a mandatory requirement or a condition to be met.
- Standing Orders – for this contract, standing orders are defined as recurring or repetitive trips that occur one (1) or more days a week with the same pick-up point, destination and return. Trips to dialysis, adult day health care, day support and supported employment are examples of services that often are treated as standing orders. These types of trips are to be considered standing orders only.
- Stretcher Van – a van or similar vehicle that has been modified converted and equipped to safely transport members on one of two types of certified stretchers. Members who must travel in a prone position and who do not need any type of medical care or monitoring are transported on a stretcher to non-emergency Medicaid services. A stretcher van does not meet EMS standards as an emergency ambulance described in Virginia OEMS Regulations (12 VAC 5-31-300 et seq. EMS Vehicle Classification Requirements)
- Stretcher Van Service – non-emergency transportation provided to an individual who cannot be transported in a taxi or wheelchair van and who does not need the medical services of an ambulance. Stretcher van service does not provide emergency medical transport and does not include any medical monitoring, medical aid, medical care or medical treatment during transport. The vehicle requirements and limits on the use of stretcher van service are found in Section 4.5 of this RFP.
- Subcontractor – any entity that has a contractual relationship with the Contractor to provide NEMT or support services.
- Taxicab - any motor vehicle having a seating capacity of not more than six passengers, excluding the driver, not operating on a regular route or between fixed terminals and used in the transportation of passengers for hire or for compensation, and not a common carrier, restricted carrier, or nonemergency medical transportation carrier as defined by the Virginia Department of Motor Vehicles. To carry members under this contract, taxis must have the correct and current Operating Authority from the Department of Motor Vehicles and, if required, a permit from their local Taxi Authority. Taxicab company drivers who transport NEMT members are required to attend and pass driver (PASS) training.
- Transportation Attendant – an employee of a NEMT provider, approved and reimbursed by the Contractor, who assists the driver and accompanies a member or group of members during transport in order to ensure the safe operation of the vehicle and the safety of the members.
- Transportation Expenses – are furnished only by a provider to whom a direct vendor payment can appropriately be made by the Contractor. The transportation expenses include:
  i. the cost of transportation for the member by ambulance, taxicab, common carrier, or other appropriate means;
  ii. the cost of meals and lodging en route to and from medical care, and while receiving medical care; and the cost of an attendant to accompany the member, if medically necessary, and
  iii. the cost of the attendant's transportation, meals, lodging, and salary if the attendant is not a member of the member's family. See 42 CFR § 440.170
- Transportation Information Management System (TIMS) – Offeror's proposed fully automated integrated computer system sufficient to meet the needs of the NEMT program in the Commonwealth. TIMS is provided to providers, members, and end users at no cost for access, applications, software, technology, interface and Offeror's proposed devices.
- Transportation Network Companies (TNC) - provides prearranged rides for compensation using a digital platform that connects passengers with drivers using a personal vehicle. Examples include Uber and Lyft. TNC drivers are referred to as TNC partners. https://www.dmv.virginia.gov/commercial/tnc/intro.asp.

- Transportation Services - necessary NEMT services provided to members to ensure reasonable access to and from covered services. Necessary transportation is defined as the mode of transportation available that is most appropriate to the needs of the member. Currently, covered NEMT services include transportation by non-emergency ambulance, wheelchair van, stretcher van, fixed-route public transportation, gas reimbursement, volunteer driver, voucher, taxi, sedan and mini-vans.
- Trip Recovery – assigned trip that was sent back for reassignment (recovered).
- Unfilled Trips - eligible trips not fulfilled because of provider no-show, no vehicle available, or no provider willing to transport; the number of unfulfilled trip legs reported monthly because of provider no-show, no vehicle available, or no provider willing to transport
- Uniform Data Specification - a set of documentations that specify the Department's requirements that will include, but will not be limited to EPS companion guides, EDI procedures manual, NEMT Encounter Technical Manual, NEMT Data Quality Scorecard, transportation reporting requirements, or other documents that refer to the section 10.1 of the NEMT Contract.
- Unscheduled Trip – a transportation trip requested but not yet assigned.
- Urgent Trip - an unscheduled, same day transportation request in which there is no immediate threat to life or limb but the member must be seen on the day of the request and treatment cannot be delayed until the next day, e.g., hospital or ED discharges, follow-up appointments scheduled less than 5 days after the last appointment; unexpected pre-operative appointments; hospital discharges; appointments for new medical conditions or tests when the member must be seen; and, dialysis. The Contractor may verify these appointments with the Medicaid service provider.
- Vehicle Inspection Rate - total number of current provider network vehicles inspected during the month divided by the total number of current provider network vehicles that are due for inspection that month. Re-inspections and additional vehicles inspected shall be excluded.
- Volunteer Driver - an individual who meets the credentialing and training requirements of Section 4.5.1 of this RFP; who transports members in a personal vehicle that meets the driver, insurance, vehicle inspection and other safety requirements of Section 4.5.2 of this RFP; and, who accepts occasional trips (e.g., long-distance trips or recovery trips) from the Contractor in exchange for gas reimbursement.
- Weekly - for the purposes of contract reporting requirements, weekly shall be defined as close of business every Tuesday or the next business day.
- Wheelchair Van – a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs, or other mobility devices. Wheelchair van services are used in non-emergency situations by members who can sit upright and have no acute medical problems that require the member to remain in a lying position; and by members who use a mobility device. Vehicle is configured with side or rear entry and has a ramp or certified motorized lift to load members.
- Will Call – a call made to the Contractor by a member or member's representative stating the member is ready for the return trip.

SECTION II NATURE AND SCOPE OF SERVICES

2.1 PRIMARY RESPONSIBILITIES

The RFP requests a Contractor to serve as the single statewide NEMT broker. In accordance with this RFP, the Contractor shall:

a. Recruit, credential, train and maintain an adequate NEMT provider network;
b. Operate a toll-free call center for trip requests;

c. Receive electronic eligibility files from DMAS to verify member NEMT service eligibility in accordance with DMAS policy;
d. Ensure members are educated and provide assistance for those who receive services through both managed care and fee-for-service delivery system
e. Receive and reconcile monthly capitation payments from DMAS;
f. Verify that the purpose of the trip is to receive a service covered by Medicaid or FAMIS (e.g., confirm appointments with service providers);
g. Assign and schedule trips on a per-trip or recurring basis with the most appropriate cost-effective NEMT provider, consistent with the transportation needs of the member (e.g., curb-to-curb or door-to-door delivery, etc.);
h. Assure compliance with driver and vehicle requirements, taking corrective action when there is failure to comply;
i. Adhere to the prompt pay regulations and reimburse NEMT providers for services rendered within 30 days of receipt of a properly completed and fully reconciled trip invoice (Ch. 43, Virginia Public Procurement Act, Sections 2.2.-4347 to 4356);
j. Develop and implement a system that tracks contacts, complaints, and complaint resolutions;
k. Develop and implement a monitoring system and quality assurance plans;
l. Establish and implement provisions for internal monitoring and auditing. Procedures for internal monitoring and auditing shall attest and confirm compliance with Medicaid regulations, contractual agreements, and all applicable state and federal laws, as well as internal policies and procedures to protect against potential fraud, waste or abuse;
m. Provide administrative oversight;
n. Submit management reports to DMAS and submit an annual transportation report and ad hoc reports, as outlined in Attachment XIII;
o. Subcontract with a third party to conduct an independent semi-annual member, facility and other service provider, and NEMT provider satisfaction surveys;
p. Submit claims/encounter files as scheduled by DMAS using the ANSI 837 layout currently in use and defined as the industry standard;
q. Maintain and test ANSI upgrades to all EDI formats as needed;
r. Provide trip-level and administrative cost data that can be independently verified for purposes of annual rate setting and financial risk corridor payment adjustments;
s. Protect member confidentiality under HIPAA;
t. Maintain adequate staff and facilities; and,
u. Participate in appeals as requested by DMAS.

2.2 DMAS Responsibilities

DMAS shall oversee and monitor the NEMT program, including overall program management, and policy determination. The Department shall meet with the Contractor's representative(s), at a minimum, on a semi-monthly basis and communicate daily (if needed) to discuss NEMT activities. During these meetings, issues, questions, problems, and project plans shall be addressed.
DMAS shall work in partnership with the Contractor, NEMT providers, and other interested parties in developing a high quality NEMT program. The primary responsibilities of the Department shall include, but are not limited to:
a. Interpretation of Federal and state policy – DMAS shall make the final decisions regarding all policy issues;
b. On-going project management, oversight, and monitoring of Contractor to ensure statutory/regulatory compliance and a high quality product;

c. Provide the Contractor with on-going training on policies regarding covered services and programs;
d. Provide the Contractor with up-to-date member eligibility information;
e. Review and approve any Contractor written communications to members, facilities, other service providers, NEMT providers and others prior to release; and
f. Monitor all performance contract standards and requirements as stated in this RFP.

2.3 IMPLEMENTATION SCHEDULE

The State is seeking a Contractor who can implement NEMT services and tasks quickly and efficiently. The schedule below represents the State's maximum timeframes for implementation of these services.

TARGET DATE	MILESTONE
September 25, 2017	**State Issues RFP**
October 10, 2017	**Mandatory Preproposal Conference**
October 10, 2017	**Inquiries Due to Department**
October 30, 2017	**Deadline for Submission of Proposals to Department**
April 1, 2018	**NEMT Brokerage Services Implemented**

Administration of the NEMT program by the Contractor shall begin on April 1, 2018. Payment to the Contractor shall begin upon implementation as outlined in Section XIII of this Contract. The Contractor shall not be compensated for any expenses incurred prior to the implementation begin date.

The Contractor shall submit, no later than thirty (30) days after the award of the contract, a detailed implementation plan demonstrating the Contractor's proposed schedule to implement the NEMT program no later than April 1, 2018. A comprehensive report on the status of each task, subtask, and deliverables in the work plan shall be provided to the Department by the Contractor every week during implementation. The implementation plan shall be prepared in Microsoft MS Project and shall delineate each task, with milestones, and dates through the end of the first contract year. The Contractor and State will work together during initial Contract start-up to establish a schedule for key activities and define expectations for the content and format of contract deliverables for at least the first fiscal year.

The Department may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the Department all such information and data for this purpose as may be requested. The Department reserves the right to inspect Offeror's physical facilities, including any located outside of Richmond, prior to award to satisfy questions regarding the Offeror's capabilities. The Department further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Department that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

Within ten (10) business days from the award of contract, the Contractor shall schedule and attend a meeting (entrance conference) at DMAS to discuss all pertinent items relative to the contract. The Contractor shall work closely with DMAS to define project management, status reporting standards, and communication protocols.

DMAS shall:
a. Coordinate communications and act as a liaison between the new Contractor and the incumbent Contractor;

b. Coordinate the transfer of files and applications from the incumbent Contractor to the new Contractor on a schedule outlined in the approved work plan;
c. Provide all available relevant documentation on operations currently performed by the incumbent Contractor and DMAS;
d. Establish protocols for problem reporting and controls for the transfer of data or information from the incumbent Contractor to the new Contractor;
e. Work with the Contractor to review and finalize the project work plan for the Transition Phase;
f. Assign a DMAS' liaison to participate in Contractor work groups;
g. Review and approve procedure and protocols defined by the work groups; and,
h. Monitor progress through periodic status reports, weekly meetings, and work plan updates.

The new Contractor shall:

a. Finalize the implementation plan, including the Transition Phase activities and submit it to DMAS for approval;
b. Work with DMAS to establish communication protocols between the new Contractor and DMAS;
c. Attend weekly meetings throughout the Transition Phase to discuss and resolve transition issues, establish procedures and protocols to support operations, and promote communications among all parties;
d. Work with DMAS to establish project management and reporting standards;
e. Submit periodic written status reports on the progress of tasks compared to the approved work plan; and,
f. Conduct periodic status meetings with DMAS. The new Contractor shall be responsible for preparing the agenda for the meetings and preparing and distributing minutes, to include action items, from each meeting.

SECTION III APPLICATION TO CONTRACT – MANDATORY REQUIREMENTS

This section contains the mandatory requirements for the RFP.

a. The Contractor is required to operate as a single statewide NEMT broker.
b. The Contractor is required to operate a statewide centralized call center located in the City of Norton, Virginia.
c. The Contractor is required to apply for and receive a broker license from the Department of Motor Vehicles (DMV). The *Code of Virginia* § 46.2-2099.18, states:
   "No person shall for compensation sell or offer for sale transportation subject to this chapter or shall make any contract, agreement, or arrangement to provide, procure, furnish, or arrange for such transportation or shall hold himself out by advertisement, solicitation, or otherwise as one who sells, provides, procures, contracts, or arranges for such transportation, unless such person holds a broker's license issued by the Department to engage in such transactions; …"

The application must be filed with DMV within thirty (30) days after the Contractor is awarded a contract with DMAS as a result of this RFP. Additional information and DMV application form OA437, Broker For The Transportation Of Property Bond, is available at the DMV website: http://www.dmv.state.va.us/webdoc/forms/index.asp. The Contractor shall provide detailed evidence to demonstrate compliance with these mandatory requirements. The Contractor shall be responsible for the payment of any broker's licensure fees.

SECTION IV TECHNICAL PROPOSAL REQUIREMENTS

This section contains the technical proposal requirements for this RFP. The Offeror shall provide a detailed narrative of how it will define and perform each of the required tasks listed in this section and by cross-referencing the Offeror's proposal response to each RFP requirement. The narrative shall demonstrate that the Offeror has considered all the requirements and developed a specific approach to meeting them that will support a successful project. It is not sufficient to state that the requirements shall be met. The description shall correspond to the order of the tasks described herein. The successful Offeror also shall provide functionality that will place Virginia at the leading edge of innovation. DMAS encourages potential vendors to bring new ideas and innovations and propose enhancements that will help DMAS more effectively balance its responsibilities to NEMT eligible members and the fiscal needs of Virginia taxpayers.

Major subcontractors, vendors, and/or software products shall be identified by name and by a description of the services/functions they will be performing. The prime Contractor shall be wholly responsible for the entire performance of this contract whether or not subcontractors are used.

See Attachments II-XV for historical call center data, trip information, rider information, and complaints data.

At a minimum, the Contractor shall be required to provide the following services:

4.1 NEMT Services Consultation and Support

The Contractor shall consult with the Department regarding changes and trends in the NEMT industry that have the potential to impact the Virginia Medicaid program. The Contractor shall support the Department in responses to stakeholders. For purposes of this RFP, "stakeholders" includes, but is not limited to the Department of Justice (DOJ), the Joint Legislative Audit and Review Commission (JLARC), the Virginia General Assembly, individuals, organizations, agencies, facilities and medical service providers that deliver services to Virginia Medicaid and FAMIS members, or are impacted by policies and procedures implemented under this RFP.

The Contractor shall:

a. Inform the Department about Federal or State policy or legislative changes, actual or proposed, and new cost savings initiatives or industry trends that could potentially impact the NEMT program. Provide recommendations to the Department regarding these actual or proposed changes.
b. Make recommendations to the Department as appropriate on cost savings and quality improvement initiatives. On a quarterly basis, submit a report that identifies additional NEMT services, program improvements and cost savings initiatives for the Department to consider (Attachment XVI).
c. Be responsive to the Department when it receives requests for information from the Department of Justice (DOJ), the Joint Legislative Audit and Review Commission (JLARC), the Virginia General Assembly, and other stakeholders on NEMT-related issues.
d. Be responsive to the Department during its development and revisions to Medicaid Memos, Provider Manuals, and other official agency documents.

e. Establish a Quality Management Committee (QMC) whose members shall include the General Manager, Directors of Operations, Health Care Managers, and Quality Assurance Manager. All committee meeting will require a quorum of members to conduct business. A quorum is defined as at least two of the top leadership (GM and DOs) plus at least three (3) of the other committee member managers. The QMC shall meet monthly and shall address issues such as: (1) transportation provider contractual compliance, including actions plans for improving compliance; (2) member and facility services, including addressing specific members or facilities that have been identified for case management; and (3) opportunities for systemic service improvements.
f. Support the Department with other NEMT-related inquiries as requested.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables. The Offeror also may include in this section ideas for innovative improvements to the NEMT program.

4.2 CALL CENTER

The Contractor shall operate a statewide centralized call center in the City of Norton, Virginia that provides a sufficient number of properly functioning toll-free and Voice/TTY telephone numbers (in-state and out of state) for members, NEMT providers, facilities, and other service providers to call to transact business on behalf of NEMT services as described in this RFP.

The Contractor shall install, operate, monitor, and support an automated call distribution system sufficient to handle all required activities as indicated in this RFP. DMAS requires an industry best practice technology system and business process that is highly effective, ensures quality performance and is flexible in meeting the needs of the program and is operationally transparent and interactive. NEMT providers, members, facilities, and other stakeholders shall not incur costs for placing calls, other than those applicable for local calls.

The Contractor shall provide the capacity for the Department to monitor all incoming calls, except administrative calls, in real-time remotely from DMAS offices at no cost to the Department. The Offeror's proposal must include a description of the methods it shall provide to enable DMAS staff (e.g., Contract Administrators) to perform routine call monitoring for all populations covered under the contract resulting from this RFP, with methodology to be approved by DMAS.

DMAS shall own and control the toll free telephone call center number (866-386-8331). The Contractor shall agree to relinquish ownership of the toll-free number upon contract termination or expiration. The toll-free number shall be established in such a way that DMAS' continued use of the toll-free number will not be interrupted, impeded, or cost DMAS any additional funds should DMAS wish to continue use of the toll-free number in the event the contract is terminated or expires on its own terms. The Contractor shall be responsible for all costs associated with the toll-free number during the term of the Contract as well as for all costs accrued or due and owing as of the date of termination or expiration of the contract, including but not limited to, any taxes, penalties or fines.

It is anticipated that the majority of the inquiries and requests for NEMT services shall be received through the call center, therefore DMAS requires a highly effective, responsive and quality-driven operation. Timely and accurate responses to member inquiries are required, while maintaining confidentiality of information. The Contractor's staff must be consistently responsive, helpful and courteous when

responding to the inquiries received via the call center. The Contractor must supply and furnish this office at its own expense, to include telephones, fax, paper supplies, personal computers, etc.

The Contractor shall create and maintain a database that documents all inbound and outbound calls. All data contained within the Contractor's database shall be the property of the Department and shall be provided to the Department upon request and upon contract termination or expiration. Reporting from the database is described in Attachment XIII of this RFP.

4.2.1 Estimation of Present Call Volume

Attachment II details the number of calls received by the current Contractor. These figures represent past activity and are not a guarantee of future call volume, which could vary significantly from past call volume due to changes in DMAS policy or industry practices. {Reference Section 1.3}

4.2.2. Telecommunications System

The Contractor's telecommunication system shall be state of the art, have the capacity to accept local and toll-free calls, make outbound calls, and allow DMAS to monitor both real time and previously recorded calls, and shall meet all of the following requirements:

a. Be staffed 24 hours per day, 7 days a week, 365 days per year, including evenings, weekends, and holidays. An automated voice response system that places calls in a queue may be used at initial time of call.
b. Ensure that members with emergency requests are referred or transferred immediately to 911 or an appropriate local emergency ambulance service. The Contractor shall not provide emergency transportation under this Contract.
c. Provide a means for facilities or Medicaid service providers to make reservations for multiple members during one call rather than imposing a reservation or member limit on each call made to the call center.
d. Receive, log, and report to DMAS complaints from members, NEMT providers, facilities, other Medicaid service providers and stakeholders.
e. Ensure that personnel responding to NEMT requests are fully trained and knowledgeable about Virginia Medicaid standards and protocols.
f. Have the capacity to handle all telephone calls related to the NEMT program including but not limited to; scheduling trips, inquiries, recovery of trips (re-assign), resolve complaints, and address NEMT-related questions and problems at all times;
g. Have the upgrade ability to handle any additional call volume. Any additional staff or equipment needs shall be the responsibility of the Contractor. The Contractor shall be responsible for adequate staffing and equipment during times of peak volume.
h. Provide sufficient telecommunications capacity to meet the state's needs with acceptable call completion and abandonment rates as specified in the performance standards. This capacity must be scalable (for both increases and decreases) to demands in the future.
i. Manage all calls received by the automated call distributor and assign incoming calls to available staff in various queuing capacities in a timely, efficient and effective manner.
j. Provide detailed analysis of all calls, including but not limited to, the number of incoming calls, calls answered, types of calls received, and the amount of time it takes to answer them initially; the number of calls transferred; length of time it takes the caller to reach a live person; and the length of the call.
k. Measure the number of callers who encounter busy signals or who hang up while on hold.
l. Measure the amount of time callers are first placed in queue and routed through all call flows until completion of call.

m. Ensure that staff is well trained in program content, call flow processes, policies and procedures, escalation processes and other responsibilities outlined in this RFP and the resulting NEMT contract.
n. Ensure staff completes soft skills training, and is responsive, helpful, courteous and accurate when responding to inquiries, and maintain member confidentiality at all times. The Contractor shall submit a quarterly Quality Assurance Program, approved in advance by DMAS, that outlines procedures that will be used to sample and follow-up on calls to confirm the quality and accuracy of responses and caller satisfaction. The Contractor is responsible for addressing the outcomes of the Quality Assurance Program, addressing Call Center systems and staff performance deficiencies, and providing staff training to maintain the highest level of quality. The Contractor also is responsible for monthly reports on the outcomes of the responses and caller satisfaction.
o. Design and implement a management call tracking and reporting capability, including an electronic record to document a synopsis of all calls and to provide a complete record of communications to the call line from NEMT providers, members, facilities, and other interested parties, in a format to be approved by DMAS. Administrative lines shall not be recorded.
p. Provide unencumbered on-line access by the DMAS contract monitoring staff to all ACD systems, case management files, computer programs and databases that support the telephony system and its components for the purposes of the NEMT program.
q. Develop, maintain, and ensure compliance with Medicaid confidentiality procedures/policies, including HIPAA requirements within the call line department and daily disposal of HIPAA information on paper.
r. Provide the ability to implement multiple messaging capabilities in near real time when necessary. Have the ability to change messages throughout call flow process quickly and without cost to DMAS. All messages in production must be approved by the Department prior to implementation.
s. Install and maintain telephone lines in a way that allows calls to be monitored by DMAS or a third party for the purposes of evaluating Contractor performance with a message that informs callers that such monitoring is occurring. Call monitoring by DMAS or a third party, for accuracy and quality of information, must be available at the location of the call center, program operations offices, and remotely.
t. Ensure there is a back-up telephone system and plan in place that shall operate in the event of line trouble or other problems, such as inclement weather, so that access to the call center by telephone is not disrupted. Backup systems and plans must be approved by DMAS.
u. Ensure that telephone translation services are accessible via the toll-free number and service providers, members, or facilities shall be involved in three-way conversation with the language line without having to make an additional call.
v. Ensure TDD/TDY capabilities.
w. Report and assess the busiest day of the week by number of calls.
x. Measure the number of calls in the queue at peak times.
y. Provide detailed reports of abandonment rate, average wait time to abandon, average talk time, abandonment during call transfer, technical problems with telephone system, etc.
z. Provide real-time information on call center performance, e.g., outgoing calls, calls waiting, types of calls, queuing, agents logged-in, available agents, etc.
aa. Attend operations meetings with DMAS to review topics to include but not limited to operations, performance, and areas for improvement. Meeting frequency will be outlined in the NEMT Contract.
bb. Report the number and types of calls received related to NEMT services; number of calls to request a trip; number of transportation requests denied and reasons for denials; number of calls to recover a ride; number and description of complaints; and, number of inquiries and information calls.

4.2.3 Communication and Language Needs

The Contractor shall ensure that communication and language needs are addressed, and customized as required by DMAS request. This applies to all non-English speaking callers and is not limited to prevalent languages, such as Spanish. The caller cannot be charged a fee for translator or interpreter services. The Contractor shall have the capacity and sufficiently trained staff available to utilize the Virginia Relay Service for the Deaf and Hard-of-Hearing.

4.2.4 Call Center Performance Standards

The Contractor shall meet and report on the following performance standards:

a. 90% of incoming calls shall be answered by a live voice within 120 seconds measured each month;
b. Average hold time, including transfers to other Contractor staff, shall not exceed three (3) minutes measured each month;
c. Provide sufficient call-handling capacity to ensure blockage rate is 0% measured each month;
d. Rate of abandoned calls shall not exceed 5% on an average monthly basis measured each month;
e. All call line inquiries that require a callback shall be returned within one business day of receipt 100% of the time measured each month; and
f. Provide call center reports per requirements described in Attachment XIII.
g. Have the capacity to handle all incoming provider telephone calls at all times during the hours of operation and have the systems and operational capacity to handle such call volumes, with a monthly average target goal of less than three (3) minute hold time for all provider calls.

The Contractor shall develop NEMT Call Center scripts for call center staff to use when addressing calls requesting NEMT services that include a sequence of questions and criteria that the NEMT Call Center representatives shall use to determine the member's eligibility for NEMT services, the appropriate mode of transportation, the purpose of the trip and all other pertinent information relating to the trip. The Contractor may develop additional scripts for other types of NEMT calls from members, healthcare providers, and NEMT providers. Any script for use with an enrollee shall be written at the sixth (6th) grade reading level and must be approved in advance by DMAS. All script changes must be approved in advanced (in writing) by DMAS.

The Contractor shall record 100% of incoming and outgoing calls to/from the NEMT Call Center for quality control, program integrity and training purposes.

The Contractor must develop a quality assurance system within sixty (60) days of the contract begin date that is approved by the Department and that continually audits telephone responses for customer service skills as well as accuracy and quality of responses. The Contractor shall monitor and audit at least one percent (1%) of calls of each NEMT Call Center staff member on a monthly basis. The Contractor must provide an example of staff audit progress reports used internally, for review by the Department. Deficiencies must be addressed immediately. The Department may audit the call center for monitoring and quality improvement purposes at any time, including on-site or via remote monitoring.

Performance standards as noted above must be met for all populations served, lengthy calls, and additional customer service requirements as specified by the Department. Additionally, the Contractor shall notify the Department of any variance from the contractual requirements as outlined in this RFP and must provide a written corrective action plan addressing the deficiency.

Call center performance is critical to the success of this project, therefore the Offeror shall describe in detail (methodologies to be used, timelines, work plans, personnel and other pertinent information) how it will implement and monitor the RFP requirements successfully to achieve full compliance with all tasks and deliverables and perform corrective actions when necessary.

Furthermore, the Offeror's proposal shall document the number of phone calls the proposed phone line(s) can accommodate per hour, sufficient availability at peak hours, and the availability of staff. The Offeror's proposal shall include a copy of the Offeror's call center quarterly performance standards results for the quarter immediately preceding the RFP issue date for a contract of similar size and scope to that required by this RFP.

4.3 PROCESS REQUESTS FOR NEMT SERVICES

The Contractor shall receive and process all requests for NEMT services for eligible members residing in the Commonwealth of Virginia. Specifically, the Contractor shall verify Medicaid or FAMIS NEMT eligibility, assess eligibility for and authorize NEMT services, and schedule and assign trips in accordance with this RFP as described below.

The Offeror shall describe in their proposal a method for verifying member eligibility, authorizing services, denying services, member scheduling requirements, and provision for urgent but non-emergency transportation. The Contractor shall ensure, through the adequacy of the network, that all verified trip requests are fulfilled.

4.3.1 Verify Member Medicaid or FAMIS Fee-For-Service Eligibility

The Contractor shall:

a. Receive an electronic eligibility file from DMAS to verify member NEMT service eligibility. The frequency can be changed at DMAS' discretion with a minimum of 60-calendar days advance notice prior to any changes.
b. Be able to maintain, test, and update this electronic file layout based on DMAS and/or industry implementation changes.
c. Verify member Medicaid or FAMIS fee-for-service eligibility prior to the authorization of any and all trips. Under no circumstances shall provider payments be made for non-authorized trips. Offerors shall address procedures for verifying member eligibility in their proposal.
d. In collaboration with DMAS, develop a protocol that shall be followed when NEMT services are requested for individuals who (1) have applied for Medicaid or FAMIS but whose eligibility is pending, (2) are on spend-down, or (3) have other special circumstances as defined by DMAS.

4.3.2 Assess Eligibility for and Authorize NEMT Services

The Contractor shall verify the following:

a. The purpose of the trip is to receive a Medicaid or FAMIS service covered under this contract;
b. The trip is defined as a covered service,
c. The member is entitled to the benefit based on the member's eligibility (e.g., Plan First members),
d. The level of service is appropriate to the member's need.

The Contractor shall verify eligibility prior to scheduling each trip and verify that no other transportation is available.

The Contractor shall:

a. Develop procedures, approved in advance by DMAS, to determine if members are eligible to receive NEMT services in accordance with Medicaid statutes and regulations, and policies and procedures as outlined in the DMAS Transportation Manual (available at http://www.dmas.virginia.gov/Content_pgs/trn-home.aspx). Initially, the Contractor may need to contact the member's primary contact person, primary care physician, case manager, or other service provider to assess the member's need for NEMT services. In cases where the contract requirements or DMAS' Transportation Manual do not address an issue or require interpretation, DMAS shall be notified immediately and shall retain the ultimate decision-making authority on authorizing NEMT services.
b. Verify service authorizations for Medicaid and FAMIS services as needed (e.g., CAT scans, MRIs, six or more transports to physical therapy).
c. If eligibility is determined, authorize appropriate level of NEMT services to meet the needs of the member in accordance with DMAS policy.
d. Inform the member or the member's representative of the transportation arrangements during the initial request. Otherwise, the Contractor shall inform the member or the member's representative at least 48 hours prior to the scheduled trip by phone, email, text, facsimile, or by letter. If the Contractor sends a letter, the letter shall be mailed in time to be received by the member prior to the date of the NEMT service (all member materials shall be approved by DMAS prior to use (see Section 4.12.2)).
e. Notify each member at the time of the request if transportation services are denied and state the reason for the denial (e.g., member has access to vehicle, service authorization required for Medicaid or FAMIS service, etc.). Within five (5) business days of the denial, the Contractor also shall notify the member in writing of the reason for denying the NEMT service and the member's right to appeal using the procedures outlined in Section 4.11 of this RFP.
f. Capture the denial reason code on each denied claim record for purposes of encounter reporting.
g. Authorize out-of-state NEMT services to enrolled DMAS providers located in cities and counties on or near the Virginia state border (District of Columbia, Kentucky, Maryland, North Carolina, Tennessee, and West Virginia) such as, but not limited to, Wake Forest University Baptist Medical Center in Winston Salem, NC; Duke University in Durham, North Carolina; National Children's Hospital in Washington, DC; and, Johnson City Medical Center in Johnson, Tennessee.
h. Ensure lodging, meals, parking, transportation costs, and other incidentals are authorized and provided to members, and an attendant when required (who may be a family member), when medical necessity or distance from a member's home justifies an overnight or extended stay (see 42 CFR § 440.170).
i. Describe authorization procedures, including guidelines and restrictions, for transporting children under the age of 18 and children ages 12 and under by themselves to after school Medicaid programs with an attendant or escort. If an escort cannot be found, then the Contractor is to assign trip with an attendant.
j. Authorize one escort or personal assistant (parent, caretaker, relative or friend) to accompany a member or group of members who have special needs or who are minor children (defined as under age 18). No charge shall be made for escorts or personal assistants.
k. Provide a transportation attendant for a member or group of members when it is necessary for the safety of the member(s), to ensure timeliness of the trip and to reduce behavioral problems en route.

l. Have procedures in place to receive monthly information from DMAS' contracted MCOs or their NEMT Contractors on trips previously scheduled for members who transition from managed care to fee-for-service. The Contractor must honor prior authorized trips using either the NEMT provider already scheduled or one under contract with the Contractor. The Contractor shall notify the member and scheduled NEMT provider in advance if the NEMT provider will change.

4.3.3 Schedule and Assign Trips

The Contractor shall schedule trips and notify members. The Offeror shall describe and define an online reservation scheduling capabilities. The Offeror shall describe their requirements for member pick-up and delivery for routine, urgent, and special needs transportation. The Offeror also shall describe their approach to using an electronic solution for trip scheduling, including an automated outbound trip confirmation call to the members for the following day's scheduled trips.

The Offeror's proposal shall include a copy of the Offeror's quarterly performance standards results for the quarter immediately preceding the RFP issue date for a contract of similar size and scope to that required by this RFP.

The Offeror shall:

a. Describe the procedures and deadlines for requesting NEMT services, including how many days in advance the member must make a request, when the trip shall be routed to a NEMT provider and how long the NEMT provider has to accept or reject the trip. Trips assigned to a provider must be accepted or rejected within time periods agreed upon with DMAS.
b. Describe the methodology for assigning trips to NEMT providers and all factors taken into consideration (e.g., the quality of NEMT providers' vehicles, NEMT provider's level of service, and quality of service measurables such as number of complaints, on time performance, number of trip reroutes and safety issues).
c. Assign and schedule trips on a per-trip or recurring basis (standing order) with the most appropriate NEMT provider, to ensure that quality transportation is provided, and is consistent with the transportation needs of the member.
d. Ensure that member transportation is delivered safely, reliably, on-time, and that the appropriate levels of service are provided to avoid adverse impacts on members, facilities, and other stakeholders. The level of service shall match the member's need. The vehicle type shall match the level of service required to meet the individual needs of transported members. Vehicle type shall be upgraded as required if members' needs change. Downgrading of assigned vehicles and/or level of service is prohibited, unless approved in advance by DMAS.
e. Ensure that trips are scheduled so that the average wait time for pick-up for A leg does not exceed fifteen (15) minutes. The Contractor shall ensure that members arrive at pre-arranged times for appointments and are picked up at pre-arranged times for the return trip if the covered service follows a reliable schedule (e.g., dialysis, medical appointments, day support, supported employment, adult day health care, etc.) The pre-arranged times cannot be changed by the assigned NEMT provider, driver, facility, or other service provider without prior permission from the Contractor.
f. Collaborate with NEMT providers to group trips to reduce members' travel time and to promote efficiency and cost effectiveness for the transportation provider. Travel time for any member shall not exceed 45 minutes plus direct travel time for 99.9% of all trips.
g. Describe procedures for managing urgent trip requests from members, scheduling changes, and recovering trips when the assigned NEMT provider does not arrive on-time. Requests for urgent trips may be verified with the member's direct provider of service.

h. Ensure timely pick-up of members following the completion of their appointments for "will-call" trips, when the time for the return trip cannot be scheduled in advance. Pick-up must occur within 45 minutes of the Contractor receiving notification that the member's appointment is completed. The Contractor shall ensure that the member is returned to their designated destination 100% of all trips.
i. Provide NEMT services to pick up prescriptions and refills at a pharmacy unless the drugs can be delivered or mailed. Normally, the prescription should be filled initially on the return trip from the medical appointment. NEMT providers' reimbursement shall reflect any extra mileage that a pharmacy stop requires and will be assigned as a separate (leg) trip.
j. Members being discharged from hospitals or emergency departments shall be picked up within three (3) hours of receipt of the request from the member, member's representative or hospital staff. The Contractor must implement a method to monitor the request and pick-up times to ensure that the three-hour requirement is met. This information shall be reported monthly (Attachment XIII). The Contractor shall obtain access to hospital discharge software, approved in advance by DMAS, to streamline NEMT services for hospital discharges. The Contractor shall give the Department a preferred list of providers for each hospital that are approved to take hospital discharges twenty-four (24) hours a day, seven (7) days a week. The preferred providers need to meet or exceed training and vehicle requirements for all levels of this service. The list can also include alternate transportation services as an alternate means of transportation for members that meet alternate transportation requirements. Wheel Chair providers listed in this service must carry an extra wheel chair that is to be used for wheel chair bound members needing transport for discharge.
k. Standing orders must be defined as recurring or repetitive trips that occur one (1) or more days a week with the same pick-up point, destination and return. Members enrolled in home-and-community-based waivers who have standing orders must be scheduled with the same NEMT providers and drivers to expedite passenger loading and unloading. Similar accommodations should be provided to members who are physically frail, receiving dialysis or are limited in their activities of daily living. The Contractor shall assure that standing order trips shall be assigned to permanent network providers with minimal change, and will be assigned to permanent network providers within five (5) business days of receiving the request.
l. Work with NEMT providers to develop regular routes for standing orders, serving the same members each day with regular driver assignments, intended to minimize unnecessary changes to driver assignments. The member's family and facility (e.g., dialysis center, day support program or adult day health care program) must be notified by the Contractor at least 24 hours in advance of any known changes in NEMT services. If changes in NEMT services are required with less than 24-hours advance notice, the member's family and facility must be notified by the Contractor as soon as possible. Any change in initial confirmed reservations must be communicated to all affected parties.
m. Work with NEMT providers to maintain consistent routes and pick-up/drop-off times once efficient routes have been established.
n. Describe plan to manage member no show rates, including a description of plan(s) implemented in other contracts and outcomes associated with such plan(s).
o. Report the number of trips scheduled by level of service (e.g., stretcher van, wheelchair van, gas reimbursement, volunteer driver, fix-route public transportation), trips by destination (e.g. pharmacy, doctor, hospital, residence), the number of canceled trips by reason, trips completed by day of week, the number of member no shows, and the number of NEMT provider no shows, as outlined in Attachment XIII.
p. Require the following unfulfilled trip classification:
    i. Describe how the Contractor will prevent or reduce the number of trips that go unfulfilled because no provider is available, provider no show, or provider not willing to take the trip.
        - Determine the root causes of unfulfilled trips.

- Describe policies or procedures to prevent unfulfilled demand response trips and unfulfilled standing orders.

ii. Describe the policy and procedures the Contractor follows once the trip is considered a unfulfilled. At a minimum, Contractor's policy and procedure shall include:
- A deadline before the scheduled pick up time when a trip without a confirmed provider is to be documented and reported as unfulfilled.
- A deadline when the member, family or the facility will be notified by Contractor that the trip is unfulfilled.
- Description of any difference in policy and procedure for unfulfilled demand response trips and unfulfilled standing orders.
- An unfulfilled standing order must be documented and reported on a monthly basis.
- Policy and procedures for unfulfilled trip must be approved by DMAS before implementation.

q. In instances when the assigned provider cannot provide transportation, and the timeframe for an appropriate re-route has lapsed, the Contractor shall ensure the network ability to recover and re-assign trips to include alternative means of transportation.

r. The NEMT provider is considered on-time if they arrive fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after the scheduled pick-up time of an A-leg (pick up window). "A-leg" trips are scheduled so that the wait time for pick-up does not exceed a fifteen (15) minute window on each side of the scheduled pick-up time. There is no pick up window for B-leg or any other leg of the trip. If the vehicle arrives within this thirty-minute span of time, the vehicle is on-time for the pick-up.
   i. The driver shall make his presence known to the member by phone or by going to the door.
   ii. If the member is not present or not ready for pick-up during the pick-up window, the driver shall notify the Contractor for instructions.
   iii. The NEMT provider can depart from the pick-up location if Contractor is notified and the Contractor cannot reach the member. The Contractor may release the provider.
   iv. If the NEMT provider elects to leave the member pick up location without Contractor approval, the provider will have to return to pick up the member at Contractor's request.
   v. NEMT providers may not be paid for these types of member no-shows unless Contractor elects to pay a no-show fee.
   vi. NEMT providers cannot change the assigned pick-up time without permission from both the member, or a representative thereof, and the Contractor.
   vii. The Contractor shall include this policy in all member, facility, and stakeholder education materials under this contract.

s. Unassigned trips shall be published on Contractor's secure web portal, with view access for eligible providers. Eligible providers must be able to request available trips online.

t. 100% of all trips approved by the Contractor must be assigned to providers.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.3.4 Members with Disabilities

The Contractor shall ensure that members with disabilities receive efficient, safe, and reliable NEMT services. At a minimum, Offeror shall describe in their proposals how:

a. Members with disabilities shall be transported with minimal disruption to their daily activities;

b. The use of NEMT services provided by CSBs, AAAs and nursing facilities shall be maximized;

c. The responsible party shall be notified in the event of a change in transportation provider, pick-up/drop-off time, or other change in plans; and,
d. The Offeror's approach to and experience in providing fixed-route "travel training," either by the Offeror or subcontractors for members with disabilities.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.3.5 Real-Time Communications

The Contractor shall require that every vehicle and driver in the NEMT Contractor's network shall have a real-time communication link to relay location and communicate with either their central dispatcher, or the Contractor directly. Pagers shall not be used as a substitute. The Offeror's proposal shall address the communication equipment that shall be used to fulfill the requirements of this RFP, including how communication among members, facilities, other service providers, and NEMT providers shall be managed to ensure that there are no delays in services or in emergency relief.

The Contractor shall ensure that all real-time activities, including those listed below, are managed in a professional manner:

a. Emergencies such as accidents and incidents. The Contractor shall promptly report all accidents and incidents that occur while a member is in a vehicle (Attachment XIII), within DMAS-specified timeframes, in a format approved in advance by DMAS. If needed, DMAS reserves the right to request that the Contractor provide additional documentation until DMAS deems the record of events complete.
b. Emergencies such as vehicle breakdowns. In the event of a vehicle breakdown, the driver shall contact the dispatcher or Contractor immediately to report the breakdown and arrange for other transportation for the member(s) on board.
c. Cancellations of trips by members.
d. Complaints about late trips and no-shows.
e. Recovery of late trips and no-shows.
f. Contractor shall notify DMAS of any adverse action (i.e. termination of provider, egregious complaint) within DMAS-specified timeframes.
g. As part of its Communications Plan, the Offeror shall outline methods, media, frequency and escalation procedures for its regular and emergency communications with DMAS.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.3.6 Backup Service

The Contractor shall:

a. Be responsible for fulfilling all verified trip requests and ensuring that all trips are completed safely and on-time. The Contractor shall structure its reimbursement to NEMT providers to ensure that after-hours or weekend trips are available as needed. Occasionally, the Contractor may not be able to find a provider in its network for a member's trip (e.g., a late night hospital discharge). In that event, the trip still must be provided. The Contractor must take whatever steps are necessary to find and pay a reliable out-of-network NEMT provider for the trip. Out-of-network providers are required to meet all driver and vehicle requirements of this contract.

b. Ensure that NEMT providers are trained to maintain and repair their vehicles to prevent vehicle breakdowns and delays in delivering services; ensure provider network has adequate backup vehicles to recover trips, according to plans pre-approved by DMAS, and that members are not late for their appointments and do not accumulate excessive wait times.
c. Ensure that NEMT providers inform the Contractor immediately of a breakdown, accident, incident, or any other problems that might cause a trip delay of more than fifteen minutes. Immediately after the Contractor is notified of a delay exceeding fifteen minutes, the Contractor must notify the member or their representatives and the facilities or families at the destination points. If necessary, other transportation should be arranged to ensure the transport is recovered.
d. Submit a written plan, approved by DMAS, that describes how NEMT services for members who need critical medical care during adverse weather conditions, including, but not limited to, extreme heat, extreme cold, hurricanes, tropical storms, flooding, tornado warnings and heavy snowfall will be provided. The plan shall identify both health care service facilities and NEMT providers that would be available during adverse weather conditions. The plan must be submitted for review and approval by the Department prior to contract implementation date and shall be reviewed, revised if necessary, and re-submitted annually for DMAS approval.
e. Submit policies and procedures that describe trip recovery plans for unexpected peak transportation demands and back-up plans for instances when a vehicle is late (any time past the on-time arrival window) or otherwise unavailable for service. The policies and procedures shall address how the Contractor will arrange for backup drivers for poor performing providers, including providers with consistently higher than average complaint rates. Backup vehicles shall be at the pick-up location no later than 45 minutes after the original vehicle is deemed late or unavailable for service. The policies and procedures must be submitted for review and approval by the Department prior to contract implementation date and shall be reviewed, revised if necessary, and re-submitted annually for DMAS approval.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.4 Transportation Provider Network

The Contractor shall recruit, credential, maintain, and negotiate reimbursement to ensure an adequate network of qualified NEMT providers to furnish high-quality transportation services that are safe, reliable, and on-time. Capacity shall include sedans, vans, mini-buses, wheelchair vans, stretcher vans, ambulances (non-emergency ambulance services as defined in 42 CFR 414.605 – Definitions that include BLS, ALS, PI, SCT), alternate transportation (e.g., fixed-route public transportation, volunteer drivers, vouchers, and gas reimbursement), and taxicabs. The use of metered taxis and Transportation Network Companies (TNC) shall be limited to safety net/last resort, unless specifically authorized by DMAS.

The Offeror shall describe the methodology to recruit, credential, train, and maintain an adequate NEMT provider network. The description also shall include the metrics used to ensure that the network is sufficient to cover all trip reservations.

The Contractor shall make use of innovative alternate transportation including, but not limited to, fixed route public transportation, trained volunteer drivers and providing gas reimbursement or vouchers. The Offeror shall demonstrate a viable strategy for making use of fixed route public transportation when responding to this RFP, and outline the methodology for providing fixed-route "travel training", either by

the Contractor or subcontractors, for members. The Contractor shall ensure that no more is paid for fixed-route public transportation than the rate charged to the general public (see 42 CFR § 440.170 (a)(ii)(B)(4)(iii)).

The Contractor should be aware of Coordinated Human Services Transportation programs in Virginia. Since the beginning of the federal United We Ride initiative, the Virginia Department of Rail and Public Transportation (DRPT) has provided resources to regional and local human services agencies to develop plans for close coordination of their transportation programs with public transit systems, both urban and rural. Most of the coordination plans cover a multi-county Planning District. The service areas of Virginia's Community Services Boards (CSBs) and Area Agencies on Aging (AAAs) usually follow the Planning District boundaries as well. A number of these coordination plans are now in operation and others will follow. Contractors may want to contact DRPT (info@drpt.virginia.gov) to determine the roles these agencies may play in the development of the NEMT provider network.

The Contractor is strongly encouraged to develop a process to ensure all eligible network providers are DSBSD-certified as small business, and include these expenditures in the quarterly SWAM Business Report, as described in Section 20.11 of this RFP.

The Contractor may authorize out-of-state NEMT services to enrolled DMAS providers located in cities and counties on or near the Virginia state border (District of Columbia, Kentucky, Maryland, North Carolina, Tennessee, and West Virginia).

The Contractor shall ensure that for all NEMT providers:

a. All vehicles are titled and licensed by the Virginia Department of Motor Vehicles to operate in Virginia and shall have the proper operating authority or meet DMVs exception criteria for state and local license "Exempt Operations" section titled Exempt Passenger Carrier Operations: https://www.dmv.virginia.gov/commercial/#mcs/programs/intrastate/exempt_op.asp. Vehicles garaged in adjacent localities in adjoining states must meet State inspection and safety requirements.
b. Those transportation providers with "taxi" license plates are in compliance with state and local ordinances for taxis and are currently licensed by the local taxi authority, if one exists, in the jurisdictions in which they operate.
c. Transportation Network Companies shall meet driver and vehicle requirements outlined in this RFP and as required by DMV.
d. The correct and current USDOT Number as an Interstate Carrier from the Federal Motor Carrier Safety Administration (FMCSA) if the provider is assigned trips that cross the Virginia border.
e. NEMT providers provide copies of required permits and licenses from the counties and cities in which they operate to the Contractor.
f. The Contractor shall be required to have contracted providers, drivers, and vehicles that can access military installations to transport members.

The Contractor shall ensure transportation to covered services is available 24 hours per day, 7 days a week, 365 days per year, including evenings, weekends, and holidays. Furthermore, the Contractor shall ensure that members can access transportation services without language barriers.

The Contractor shall:

a. Partner with NEMT providers to support their success.
b. Document its provider relations strategy, which shall include procedures and personnel dedicated to the efforts described in this section.

c. Conduct monthly written performance reviews with providers taking into consideration quality of service, on time performance, company safety (accidents/incidents) as well as other NEMT contract requirements. Have a corrective action plan for under-performing providers, and a means to track and report to DMAS on actions and results.
d. Assure provider compliance with all model contract requirements. Requirement compliance remains the responsibility of the Contractor.
e. Enroll bordering out-of-state ambulance companies as needed for facility to facility transfers that occur within the bordering state boundaries. Virginia ambulance companies are not permitted to transport members unless pick up or drop off addresses are located in Virginia. Virginia ambulance providers are not allowed to transfer members within the boundaries of other states.
f. Ensure that any NEMT providers accepting out-of-state trips have authority including, but not limited to US DOT Regulations, and applicable federal, state and local licensing requirements.
g. Assure that all contracts entered into comply with all terms and conditions of this RFP, and of the approved model contract.
h. Process all provider enrollment packets that are complete within 30 calendar days of receipt. Contractor shall have an applicant tracking system for the enrollment process with real-time access for DMAS.
i. Assure that all documentation required for enrollment must be current, within 90 days of application.
j. Assure that any provider approved or denied to provide NEMT services shall be notified within 15 days of approval/denial. Approved providers shall have a contract negotiated and executed within 30 days of approval notification.
k. Assure that no contracted providers are permitted to deliver NEMT transportation services before driver and vehicle requirements are completed, contracts are executed, and provider is approved by DMAS.
l. Develop a re-evaluation and notification process for renewal of contracts.
m. Process all provider requests for renegotiation of rates and/or renewal of contracts within 30 business days unless otherwise approved by DMAS.

The Offeror shall submit with its proposal Letters of Commitment from NEMT providers with whom the Offeror intends to negotiate contracts. Letters of Commitment shall not be exclusive and transportation providers may sign letters with multiple Offerors. Each Letter of Commitment shall include the number of vehicles by type that the NEMT provider operates and the geographic areas in which the NEMT provider shall operate.

The Offeror also shall provide the proposed number of vehicles by type as of the anticipated implementation date of this contract. The Offeror shall include contingency plans for unexpected peak transportation demands and plans for back-up drivers, (e.g. TNCs), for instances when a vehicle is late or is otherwise unavailable for service. The Offeror also shall describe its capacity (including providers of bariatric transport and equipment available) to transport bariatric patients throughout the Commonwealth of Virginia. The provider must meet the requirements and guidelines established for bariatric transport by the Virginia Department of Health, Office of Emergency Medical Services.

The Contractor must have a “Broker” license from DMV and be registered with the State Corporation Commission of Virginia (SCC).

Option to Leverage Transportation Network Companies (TNCs)

As the Department continues to explore new opportunities for introducing innovation and service improvements to the NEMT program, offering alternatives to the existing networks utilizing TNCs, such as Uber or Lyft, could be a promising solution as an on-demand resource to fill gaps and potentially lower overall costs.

The Offeror shall integrate this operating model into the response to this RFP using specific situations where TNCs can be used.

Offeror shall describe program reforms that target improved response times to schedule changes, increase member satisfaction driving down complaints, better data collection and oversight, and innovative service delivery models that will improve health care delivery for members.

Offeror shall highlight opportunities and demonstrate proven experience by addressing the above mentioned challenges to improve transportation options for Virginia Medicaid members. This includes exploring on-demand transportation network companies (TNCs) such as Uber and Lyft to supplement NEMT services; additionally, innovative approaches to providing and tracking services through mobile platforms, GPS software in order to enhance NEMT services.

The Offeror shall provide an alternative plan design where TNCs can be used to enhance on-demand service; particularly in response to short notice and on-demand trips, such as those but not limited to, will-calls and hospital discharges. This plan design shall describe the Offeror's effective use of TNCs in other states as well as methods to:

- ensure adherence to timeliness and performance standards, and demonstrate potential areas for cost savings
- provide members with high quality, on-demand service while achieving cost savings
- include usage of TNCs in the scheduling process while continuing to fulfill trips under traditional NEMT network
- credential TNCs

4.4.1 Contracts with NEMT Providers

The Contractor shall:

a. Recruit, credential, and negotiate contracts with NEMT providers, including all modes of transportation sufficient to meet the needs of members. NEMT providers may include public entities, not-for-profit and for-profit corporations, and other qualified transportation providers. The Contractor shall consider the following when establishing the network:
   (1) Member enrollment;
   (2) Expected utilization of services, taking into consideration the characteristics and needs of the anticipated population to be served;
   (3) Numbers and types (in terms of training and experience) of NEMT providers required to furnish the contracted services;
   (4) Geographic location of NEMT providers and members, considering distance, travel time, and the means of transportation ordinarily used by NEMT eligible members;
   (5) Ample backup network to recover trips; and
   (6) Urgent response network to recover trips when contracted network adequacy is compromised.

b. Negotiate individual service delivery contracts through competitive bidding or other strategies to ensure adequate NEMT service capacity and accessibility to meet the transportation needs of NEMT eligible members.
c. Describe approach to adjusting NEMT providers' reimbursement to reflect cost of living increases and crisis situations (e.g., significant increases in fuel prices).
d. Secure sufficient NEMT provider resources (numbers and types of vehicles, drivers) under contract so that the failure of any NEMT provider to perform shall not impede the activity of the Contractor to provide services in accordance with the requirements of this contract. The Contractor shall provide the following types of transportation: sedan, van, mini-bus, wheelchair van, stretcher van, ambulance, alternate transportation, and taxicabs.
e. For ambulance service, only establish ambulance contract agreements with ambulance companies currently enrolled with DMAS and licensed through the Virginia Department of Health, Office of Emergency Medical Services (EMS). The Contractor shall enroll the provider utilizing their National Provider Identifier (NPI) assigned by the National Plan and Provider Enumeration System (NPPES). This number shall be used for all billing information and encounter submissions maintained by the Contractor. DMAS shall provide the Contractor with a list of currently enrolled ambulance companies. The word "ambulance" may only appear on vehicles holding a valid Emergency Medical Services vehicle permit. For purposes of this RFP and for determination of network adequacy, vehicles qualified as an "ambulance" under this RFP shall only be used for non-emergency transportation.
f. Maximize contracts with CSBs, AAAs, rural and urban transit systems, nursing homes, and other community agencies that provide transportation services. The Contractor shall ensure to the maximum extent possible that these organizations' NEMT eligible members continue to be transported with their regular drivers. Community-based providers may be allowed to restrict the transportation they provide to the types of members they serve.
g. Terminate a provider agreement with a NEMT provider when substandard performance is identified or when the NEMT provider has failed to take satisfactory corrective action within thirty (30) business days.
h. Be prohibited from establishing or maintaining contracts with NEMT providers that have been convicted of fraud of a state or federal agency or have been debarred, suspended, or otherwise excluded from participating in federal health care programs, as listed in the Federal List of Excluded Individuals/ Entities (LEIE) database, which can be accessed at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp. Perform, at a minimum, a monthly comparison of its NEMT provider network (providers and drivers) against the LEIE database to ensure compliance with these Federal regulations. The Contractor must notify the Department within two (2) business days of discovery of any NEMT provider or driver identified on the LEIE database and the action taken by the Contractor. Failure to disclose the required information accurately, timely, and in accordance with federal and Contract standards may result in termination of this Contract.
i. Be prohibited from subcontracting with a NEMT provider with which the Contractor has a financial relationship.
j. Ensure contracted providers do not broker their assigned trips to other providers, unless pre-approved by DMAS.
k. Notify the Department in writing as soon as possible, but no later than 30 business days, of any changes to a network provider agreement made by the Contractor, a subcontractor, or network provider regarding termination, pending termination, or pending modification in the subcontractor's or network provider's terms that could reduce member access to care, especially if changes present insufficient transportation resources in an area.
l. Submit NEMT provider network reports to DMAS as outlined in Attachment XIII.

Nothing in this section prohibits authorized governmental agencies from participating in authorized "self-insurance" programs as long as the programs provide for the minimum coverage levels specified for non-governmental providers.

DMAS reserves the right to direct the Contractor to terminate any provider agreement with a NEMT provider when DMAS determines it to be in the best interest of the State.

4.4.2 Model Provider Contract

The Offeror shall submit with its proposal a model contract that includes all provisions that the Offeror intends to use with NEMT providers. The model contract, including the reimbursement methodology, liquidated damages and sanctions for each mode of transportation, and language pertaining to cost of living increases and crisis situations (e.g., significant increases in fuel prices), will be pre-approved by DMAS. The Contractor shall report liquidated damages and sanctions to DMAS on a quarterly basis (Attachment XIII). Any deviations from the approved contract, or amendments to the agreement (excluding rates) must be approved by DMAS prior to implementation.

At a minimum, the model contract shall address and include the following:

1. Contract effective date and duration, termination date, and renewal options;
2. Payment rates, administration and timely payment, including no-show and wait-time rates, if any;
3. Modes of transportation;
4. Geographic coverage area(s) from which the NEMT provider shall accept trip assignments (must include city and county level detail throughout the Commonwealth and medical communities in the adjacent states of Kentucky, Maryland, North Carolina, Tennessee, West Virginia, and the District of Columbia);
5. Attendant services;
6. Telephone and vehicle communication systems;
7. Information systems requirements;
8. Scheduling plan;
9. Dispatching and assigning;
10. Pick-up and delivery standards;
11. Urgent trip requirements;
12. Driver and attendant qualifications;
13. Reporting requirements and expectations regarding trip logs;
14. Expectations of door-to-door, hand-to-hand, and curb-to-curb services;
15. Driver and attendant conduct;
16. Trip manifests;
17. Vehicle requirements (see Section 4.5);
18. Back-up service arrangements;
19. Quality assurance standards;
20. Non-compliance with standards, including any financial penalties that may be assessed against providers;
21. Training for drivers and attendants related to Contractor's and DMAS' policies and procedures;
22. Confidentiality of information and compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996;
23. Specific provision, that in the instance of default by Contractor, the agreement shall pass to DMAS or its agent for continued provision of transportation services. All terms, conditions, and rates established by the agreement shall remain in effect unless renegotiated with DMAS or its agent subsequent to default action or unless otherwise terminated by DMAS at its sole discretion;

24. Indemnification language to protect the Commonwealth of Virginia and DMAS;
25. Evidence and amount of insurance for vehicle and driver;
26. Submission of documentation as required by DMAS;
27. The provider's obligation to report suspected abuse, neglect or exploitation of children, adults aged 60 or over, and incapacitated adults aged 18 and over;
28. Grievance/Appeal language;
29. Required certification of small businesses, minority-owned businesses, and women-owned businesses with the Virginia Department of Minority Business Enterprise; and,
30. Agreement by the transportation provider to be bound by the mandatory terms and conditions of the resulting contract between the Contractor and DMAS.
31. Reporting timeframes and mechanisms for reporting potential and actual fraud, and overpayments and recoupments to the Department.

4.4.3 Attendants

The Contractor shall:

a. Provide a transportation attendant for a member or group of members when it is necessary for the safety of the member(s), to ensure timeliness of the trip or to reduce behavioral problems en route.
b. Obtain prior approval from DMAS for members needing attendants before assigning providers trips with attendants. In state fiscal year (SFY) 2014, DMAS received 81 requests for attendants and approved 78 requests. In SFY 2015, DMAS received 43 requests or re-certifications for attendants and approved 35. In SFY 2016, DMAS received 74 requests or re-certifications for attendants and approved 71.
c. The Contractor shall submit attendant claims as part of encounters.

4.4.4 Volunteer Drivers

A Volunteer Driver is an individual who meets the credentialing and training requirements outlined in Section 4.5.1 of this RFP; transports members in a personal vehicle that meets the insurance, inspection and other safety requirements outlined in Section 4.5.2 of this RFP; and, accepts occasional trips (e.g., long-distance trips or recovery trips) from the Contractor in exchange for gas reimbursement.

The requirements of volunteer drivers include:

a. At least 21 years of age and have two years of driving experience
b. Current and valid Virginia driver's license
c. Good driving record with no more than a (-)2
d. Criminal background and drug screen that meet the driver requirements listed in 4.5
e. Full automobile insurance coverage that does not exempt carrying passengers under volunteer driver services or any other reimbursement

The Contractor shall:

a. Coordinate a volunteer driver program to ensure sufficient number of volunteer drivers are available in each region;
b. Ensure all volunteer drivers meet training and credentialing requirements; and
c. Ensure all volunteer driver vehicles meet insurance, inspection and safety requirements.

4.4.5 Adequacy of Network

The Contractor shall ensure that its NEMT providers have a sufficient number of vehicles available to meet the on time performance requirements described in this contract. If DMAS identifies insufficient transportation resources in an area, DMAS will notify the Contractor, and the Contractor shall have ten (10) business days after the date of such notice to recruit sufficient NEMT providers to meet the needs of the members in the identified area. If the Contractor identifies an area with insufficient transportation resources, the Contractor shall immediately notify DMAS, and shall have ten (10) business days to recruit sufficient NEMT providers to meet the needs of the members in the identified areas.

4.4.6 Miscellaneous Operational Rules

Nearest Provider of Care: Transportation shall be provided and covered for the nearest available source of care capable of providing the member's needs. For transportation purposes, the nearest provider of care is defined as:

- The nearest enrolled service provider, who provides the Medicaid or FAMIS covered services needed by the member, shall accept the member as a patient, and can provide the service when it is needed; or
- The nearest enrolled service provider of specialized care required to tend to the member's specific medical needs. The Contractor may require written verification from the member's physician or psychologist attesting to the need for travel outside the area for specialized services;
- The service provider has a relationship of at least one year with the member; or
- The nearest enrolled service provider who has agreed to serve as a primary care physician for a member enrolled in Client Medical Management (CMM).

On-Time Arrival: On-time means from fifteen (15) minutes before the scheduled pick-up time until fifteen (15) minutes after the scheduled pick-up time of an A-leg. If the vehicle arrives within this thirty-minute span of time, the vehicle is on-time for the pick-up. The driver shall:

a) Make his presence known to the member by phone or by going to the door.
b) Notify the Contractor's Provider's Assist Line if the member is not present or not ready for pick-up within the window. The driver shall receive instructions before departing from the pick-up location. The Contractor shall record these instances as "Rider Late" or "Rider No-Show." Any member complaints that result from the NEMT Provider wait-time policy change shall be invalid and not counted in the Member Complaint Performance Standard as set forth in Section 8.1 of the RFP, nor shall such trip be counted as missed trips. Such complaints must be noted as a new complaint type on the complaint summary sheet submitted by the Contractor to DMAS on a monthly basis. The process for determining newly invalid member complaints must be approved by DMAS prior to implementation. The member's trip shall be canceled and the member shall be required to reschedule any medical appointments and subsequently reschedule transportation in accordance with the time requirements set forth herein. Any trips missed as a result of the member not being ready during the thirty (30) minute time window cannot immediately be rescheduled as an urgent or same day trip unless approved by the Contractor or DMAS.
c) Not change the assigned pick-up time without permission from both the member, or a representative thereof, and the Contractor.
d) Not pick up members for return trips early from any services unless directed by Contractor.
e) Notify the Contractor's Provider's Assist Line in advance if the NEMT provider cannot arrive at the pick-up location on-time, and the Contractor shall contact the member or the member's representative and the service provider.

No more than one percent (1%) of all trips shall be late or missed per day. The Contractor shall report the percent of all trips late or missed per day on a weekly and monthly basis (Attachment XIII).

Travel Time on Board: For multi-passenger trips, every effort shall be made by the Contractor and the NEMT providers to ensure members do not remain in the vehicle for more than 45 minutes plus direct travel time for transport of the member. No member shall have a travel time on board of more than one hour fifteen minutes unless the trip is a long distance trip.

Choice of Provider: Members do not have freedom to choose transportation by a particular NEMT provider. However, the Contractor shall strive to maintain existing relationships between NEMT providers and members and shall try to accommodate a member's request for a specific provider in the Contractor's network, especially for the transportation of members with disabilities, including Alzheimer's disease and other forms of dementia.

Back-Up Services: The Contractor shall ensure that NEMT providers inform the Contractor immediately of a breakdown, accident, incident, or any other problems that might cause a trip delay beyond the scheduled and contracted window of time for pick up and/or arrival. Immediately after the Contractor is notified of a delay, the Contractor must notify the member or their representatives and the facilities or families at the destination points, and document the notification. Other transportation should be arranged to ensure the transport is recovered. Ultimately, it is the responsibility of the Contractor to make sure trips are provided and to have a continuity of operations plan in place for recovery of trips to ensure member safety and timely recovery of trips.

After any delay in scheduled member pick-up, the Contractor must secure alternate transport and notify appropriate parties of any changes. In the event alternate transport cannot be secured, a follow-up call must be made to all appropriate parties to notify and re-schedule. The follow-up call shall be documented.

Urgent Trip Recovery: Occasionally, the Contractor may not be able to identify a provider in its network for a member's trip (e.g., a late night hospital discharge). In these instances, the trips still must be provided. In response to the RFP, Offerors shall describe the policies and procedures for providing urgent trip vehicles.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.5 Driver, Attendant, and Vehicle Requirements

At a minimum, the Contractor shall verify that the vehicles, attendants, and drivers meet the requirements of this RFP for training, licensing, vehicle inspection, registration, and insurance coverage. These requirements shall be included in all agreements with NEMT providers. With prior approval from DMAS, the Contractor may establish additional driver, vehicle, and attendant requirements.

The Contractor shall field monitor provider vehicles for regulation compliance and report monitoring results to DMAS monthly.

The Offeror shall describe how it will ensure that:

a. Vehicles comply with all applicable laws, regulations and ordinances of federal, state and local agencies in the jurisdictions in which the vehicles are used.
b. Transportation providers with "Taxi" license plates are in compliance with state and local ordinances for taxis and are currently licensed by the local taxi authority, if one exists, in the jurisdictions in which they operate. All taxi drivers must be PASS certified.
c. All vehicles are titled and licensed by the Virginia Department of Motor Vehicles to operate in Virginia and shall have the proper operating authority.
d. Operators of ambulances comply with the State Ambulance Regulations as defined by *Code of Virginia* § 32.1-111.1, and the Virginia Department of Health, Office of Emergency Medical Services (OEMS).
e. NEMT providers that accept out-of-state trips have the proper motor carrier operating authority from the Federal Motor Carrier Safety Administration. The Contractor shall provide to DMAS a quarterly list of NEMT providers who have current operating authority from the Federal Motor Carrier safety Administration to provide transportation across state lines.
f. Subcontracted NEMT providers maintain full coverage insurance as established by the Commonwealth.
g. Provider network has adequate backup vehicles to recover trips. Backup drivers and vehicles shall comply with all driver and vehicle requirements herein.

4.5.1 Driver and Attendant Requirements

The Contractor shall conduct all driver and attendant credentialing prior to implementation and at least annually thereafter. Records of these reviews shall be maintained by the Contractor. The Contractor shall assure compliance with driver requirements.

Attendants, when required, must be identified and provided within five (5) business days of approval.

The Contractor shall ensure that all drivers and attendants of vehicles transporting members abide by state and local laws, and meet the following requirements:

a. Are at least 21 years of age and have had a valid driver's license for at least two years.
b. Have a current valid driver's license to operate the transportation vehicle to which they are assigned.
c. Be prohibited from employment or contracting with the Contractor under this RFP if they have more than two chargeable accidents or moving violations in the last three years. The VA DMV Driver's License Points may not exceed -2.
d. Drivers and attendants who have had their driver's license suspended or revoked for moving traffic violations in the previous five years are prohibited from driving for a provider who contracts with the Contractor under this RFP.
e. Drivers and attendants convicted of a "barrier crime" as defined in *Virginia Code* § 37.2-314(B) are prohibited from driving for a provider who contracts with the Contractor under this RFP. The Contractor must require that the transportation provider secure, maintain, and provide criminal background checks from Virginia State Police and/or national databases, including the Sex Offender Registry, on each driver before the driver transports members under this contract.
f. All NEMT drivers, attendants, taxi drivers, and volunteer drivers, whether contracted or non-contracted, must complete and pass a Passenger Service and Safety (PASS) Trainer and Driver Course before transporting any member. Providers who conduct their own internal driver training program must have written approval from the Contractor that the course meets or exceeds the NEMT Driver Training Requirements. The Contractor shall notify the agency of all providers who have been approved to conduct their own internal training program.
g. All drivers and attendants shall be courteous, patient, and helpful to all members and be neat and clean in appearance.

h. All drivers shall wear a uniform shirt that displays the Contractor's name and/or logo or their NEMT Program ID Badge, received from the Contractor upon completing PASS certification. The Contractor shall, upon program implementation and/or completing PASS certification, provide every trained and credentialed driver without a uniform shirt displaying a name, a NEMT Program ID Badge. The badge shall be secured to clothing in a conspicuous location. The driver shall show the ID Badge to the member, facility, or other service provider employee upon arrival for picking up the member.
i. Driver or attendant shall not use or abuse alcohol, narcotics, illegal drugs, or prescription medications that impact the ability to perform while on duty or at any time. The transportation provider shall not use drivers or attendants who are known abusers of alcohol, prescription drugs, or illegal narcotics or drugs. Drivers or attendants using alcohol, narcotics, or illegal drugs while on duty will be prohibited from transporting Medicaid members for a provider who contracts with the Contractor under this RFP. The Contractor shall maintain, in their database, records of such drivers.
j. Vehicles always shall be tobacco and smoke free. This includes smokeless tobacco, vapor, and Electronic (E)-cigarettes. Drivers and attendants shall not smoke or use a tobacco delivering device while in the vehicle, while assisting a member, or in the presence of any member.
k. Drivers shall not use mobile telephones (including texting) or headphones while the vehicle is in motion.
l. Drivers or attendants must exit the vehicle to open and close vehicle doors when members enter or exit the vehicle. Drivers or attendants must provide an appropriate level of assistance to members when requested or when necessitated by the member's mobility status and personal condition. This includes curb-to-curb, door-to-door, and hand-to-hand assistance, as shown in the manifest.
m. If a curbside pick-up is not being made, drivers and attendants shall identify themselves, show their identification and announce their presence at the entrance of the facility or residence at the specified pick-up location or to attending facility staff.
n. Prior to starting the vehicle, drivers or attendants shall assist members as needed and confirm that all passengers are seated, all seat belts are properly fastened and all wheelchairs are properly secured. Passengers will have their seat belts buckled at all times while they are inside the vehicle.
o. Prior to starting the vehicle, drivers and attendants shall properly secure all wheelchairs and wheelchair passengers.
p. Drivers and attendants shall provide necessary assistance, support, and oral directions to members, including assistance to members with limited mobility, and with the loading, securing and storing of mobility aids and wheelchairs.
q. Before departing the drop-off point, drivers shall confirm that the delivered members are safely inside their destination.
r. Drivers and attendants shall not touch any member except as appropriate and necessary to assist the member into or out of the vehicle, into a seat, to secure the seat belt, or to render first aid or assistance for which the driver has been trained.
s. Drivers and attendants shall not solicit or accept money, goods or additional business from members.
t. Drivers must be familiar with and knowledgeable of the streets and highways of the localities in which they are transporting. Drivers must possess current printed street maps or GPS covering the area, updated to within the current year.
u. Drivers and attendants must comply with HIPAA, by keeping all members' identifying information confidential, and not visible to other passengers, and by not discussing identifying information with anyone who is not involved with the member's treatment or other health care services.
v. The Contractor shall conduct all driver and attendant credentialing reviews prior to implementation and at least annually thereafter. All the records of these reviews shall be maintained by the Contractor.

w. The Contractor shall use DMV's Driver Alert-Volunteer Driving Record Monitoring Program (see https://www.dmv.virginia.gov/commercial/voluntary.asp)
x. Volunteer drivers must be licensed to operate the vehicle used, and must conform to the requirements for Drivers and Attendants.

4.5.2 Provider and Driver Quality Assurance Plan

The Offeror shall submit a Provider and Driver Quality Assurance plan that includes, at a minimum, a program with proposed performance measures and standards of quality for providers, drivers and vehicles; incentives to for exceptional provider and driver performance; a provider and driver infraction program, outlining types of provider and driver infractions as well as the policy for retraining, suspending, or terminating violators. The plan shall track, measure performance, and outline safety standards of quality of the NEMT program.

The Offeror's proposed Quality Assurance plan shall assign levels of violation types, and a point system regarding severity of the violation (example provided below). The plan shall include non-contracted and contracted provider contractual requirements and violations to and frequency of action taken with transportation providers and drivers.

Level 1 Violations (5 Points per violation)

- Illegal driver, use of a driver that is not credentialed and active per the broker.
- Illegal vehicle, use of a vehicle that is not credentialed and active per the broker.
- Non reported incident and/or accident within RFP requirements

Level 2 Violations: (4 Points per violation)

- Wheel Chair (WC)
    a. WC securement violation
    b. Missing securements
    c. WC seat belt and/or shoulder belt not secure
    d. WC secured not front facing
    e. Transporting WC members over the designed capacity of the vehicle
    f. Driver riding the lift with Wheel Chair member
    g. Wheelchair lift not functioning as required
- Member dropped off at wrong location because of negligence of driver
- Any safety violation which results in a vehicle or driver being removed from service
- Cell phone usage while vehicle is in motion, (hands free Bluetooth excluded). Vehicle must be at a complete stop and parked before non-hands free Bluetooth cell phone usage is allowed.

4.5.3 Vehicle Requirements

The Contractor shall ensure that all vehicles meet the requirements listed in this section. These requirements shall be included in the Model Contract with NEMT providers. With prior approval from DMAS, the Contractor may include additional vehicle requirements.

The Contractor shall assure that:

a. Vehicles and all components shall at minimum meet or exceed state, federal, local, and manufacturer's safety and mechanical operating and maintenance standards.
b. Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation [1], 49 CFR § 38, Subparts A and B prior to being approved for use under this contract. The Contractor shall supply all transportation providers with a copy of the ADA vehicle requirements and inspect for compliance.
c. All vehicles shall be equipped with adequate and functioning heating and air-conditioning systems. Functionality shall be defined by temperature readings from the rear of the vehicle, achieving air conditioning to 68 degrees and heating to 74 degrees.
d. Safety belts must be provided for all passengers. Seat belts must be stored off the floor when not in use. Securement belts must be provided and installed for each wheelchair position.
e. Each vehicle shall utilize age and weight appropriate infant and child safety seats provided by the parent or guardian when transporting children through the age of seven (7) (until 8th birthday).
f. Each vehicle shall have at leave two (2) seat belt extensions available.
g. For use in emergency situations, each vehicle shall be equipped with at least one seat belt cutter within easy reach of the driver. Exceptions to this requirement must be approved in advance and in writing by DMAS.
h. All vehicles shall have an accurate speedometer and odometer.
i. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
j. NEMT vehicles should be driven with head lights on during vehicle operation.
k. All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
l. The exterior of the vehicle shall be clean, free of broken mirrors or windows, excessive grime, rust, major dents, body damage, damaged bumpers or paint damage that detract from the overall appearance of the vehicles.
m. The interior of the vehicle shall be clean, free from torn upholstery, floor or ceiling covering; free from damaged or broken seats; and free from protruding sharp edges. The interior shall also be free of dirt, oil, grease, and litter.
n. Vehicles shall be free of hazardous debris or unsecured items and shall be operated within the manufacturer's safe operating standards at all times.
o. At a minimum, all vehicles shall have the transportation provider's business name and telephone number displayed on both sides of the exterior of the vehicle. The business name and phone number must appear in permanently affixed lettering that is a minimum of three inches in height and of a color that contrasts with its surrounding background.
p. To comply with HIPAA requirements, the word "Medicaid" or "FAMIS" may not be displayed on the vehicle or in the name of the business.
q. The vehicle license number, the Contractor's toll-free and Voice/TTY number(s), and the complaint procedures shall be prominently displayed on the interior of each vehicle. This information shall also be available in a written format in each vehicle for distribution to members upon request.
r. Smoking, including Vapor and E-cigarettes, is prohibited in all vehicles at all times. All vehicles shall have the following signs posted in all vehicle interiors, easily visible to the passengers: (1) "NO SMOKING" (including Vapor and E-cigarettes) and (2) "ALL PASSENGERS WILL USE SEAT BELTS."
s. All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, and the Contractor's accident and incident procedures and forms. If leased, the packet shall include the vehicle lease agreement.
t. All vehicles shall be provided with a first aid kit that includes at least the following unexpired items:

Three sizes of adhesive bandages	Antiseptic cleansing wipes
Dressing pads	Oval eye pad
Conforming gauze bandage	Triangular bandage

Triple antibiotic
Cold pack
Latex gloves
Sterile eyewash
Insect sting relief pads
Cotton-tip applicators
Scissors

u. All vehicles shall contain a functioning GPS device or current map of the jurisdictions in which they operate with sufficient detail to locate members, facilities, and other service providers.
v. All vehicles shall be equipped with a working fire extinguisher (Class A, B, C) that shall be secured within easy reach of the driver.
w. The Contractor shall ensure that transportation providers with "Taxi" license plates are in compliance with state and local ordinances for taxis and are currently licensed by the local taxi authority, if one exists, in the jurisdictions in which they operate.
x. Insurance coverage for all NEMT vehicles shall be verified and maintained during the contract period in accordance with state and local regulations and contract requirements.
    i. Taxis and Multi-Passenger Vans: The required amount of insurance is the greater of the amount required by the Virginia DMV or the city or county ordinance for taxis.
    ii. Wheelchair Vans and Stretcher Vans: The amount required by DMV.
    iii. Ambulances: The amount required by the Virginia Department of Health, Office of Emergency Medical Services.
y. Vehicles shall be equipped with a "Spill Kit" including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant, and deodorizer.
z. Wheelchair vans willing to accept hospital discharges shall carry on board one wheelchair in good condition, safely secured, with a minimum seat width of twenty inches (20"). Each wheel chair van must have four fully functional securements per wheel chair station on vehicle and the interlock system needs to be in working order. All wheel chair vehicles must have a lap and shoulder belt that is mounted to the vehicle and installed at every wheelchair station. The lap and shoulder belt system must be specifically made for securement of wheelchair riders. The wheelchair van must comply with the Americans with Disabilities Act (ADA).
aa. In order to route trips to NEMT providers with the appropriate lift capacity for members and their mobility devices, the Contractor shall document the age, manufacturer, model number, and the manufacturer's stated lifting capacity of each wheelchair lift in its network of transportation providers.
bb. The Contractor shall describe its capacity (including providers of bariatric transport and equipment available) to transport bariatric patients throughout the Commonwealth of Virginia. The provider must meet the requirements and guidelines established for bariatric transport by the Virginia Department of Health, Office of Emergency Medical Services.
cc. Using an inspection check-list approved in advance by DMAS, the Contractor shall complete an initial inspection of its NEMT providers' vehicles prior to the initial date of the contract. All vehicles must be inspected prior to transporting members, and re-inspected semi-annually. Wheelchair vans and stretcher vans require inspections twice annually. Records of all inspections shall be maintained by the Contractor in an electronic database format.
dd. Describe a semi-annual (every six months) inspection plan to verify that all vehicles used by its transportation providers meet the requirements of this section and that safety and passenger comfort features are in good working order.
ee. The Contractor shall inspect semi-annually all vehicles transporting members under this contract. Contracted, non-contracted, in-network, out of network transportation providers who are not governed by another state agency must have vehicles inspected by the broker. Upon completion of an inspection, an inspection sticker (supplied by the Contractor and approved by DMAS) shall be applied to each provider vehicle. Different stickers shall be used to indicate which vehicles have

successfully passed inspection, which vehicles have provisionally passed inspection, and which have failed inspection and have been removed from service under this contract until deficiencies are corrected. To comply with HIPAA requirements, the word "Medicaid" or "FAMIS" may not be displayed on the inspection stickers. The Contractor shall place the inspection sticker on the outside of the passenger side rear window in the lower right corner. The sticker also shall show the license plate number and vehicle identification number of the vehicle in permanent ink.

ff. Any vehicle or driver found out of compliance with these contract requirements or any state or federal regulations may be temporarily removed from service immediately by authorized employees of DMAS or the Contractor until the Contractor verifies that the deficiencies have been corrected. Any deficiencies and actions taken shall be documented and become a part of the vehicle's and the driver's permanent records.

As described in Attachment XIII, the Contractor shall submit monthly vehicle inspection reports to verify that all vehicles used by its transportation providers meet the requirements of this section and that safety and passenger comfort features are in good working order.

Public transit is already regulated and is not subject to the training requirements and safety inspections outlined in Sections 4.5.1 and 4.5.2; DRPT regulates public transit driver training and vehicle safety.

4.5.4 Passenger Safety Requirements

The Contractor, NEMT providers, drivers, and attendants shall ensure compliance with the following passenger safety requirements:

a. Passengers shall have their seat belts buckled at all times while they are inside the vehicle. The driver shall assist passengers who are unable to fasten their own seat belts.
b. The driver shall not move the vehicle until all passenger seat belts have been buckled.
c. The number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's designed seating capacity.
d. Upon arrival at the destination, the vehicle shall be parked or stopped so that passengers do not have to cross streets to reach the entrance of their destination.
e. Vehicles should always be visible by the driver.
f. If passenger behavior or other conditions impede the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic and notify his dispatcher to request assistance.

4.5.5 Stretcher Van Requirements

Stretcher van service is a level of service provided to a member who cannot be transported in a taxi or wheelchair van and who does not need the medical services of an ambulance. A driver and an assistant staff the vehicle that is specifically designed and equipped to provide NEMT for individuals on an approved stretcher. At other times, the vehicle also may transport passengers in wheelchairs if the proper anchorages and securement devices are installed. A stretcher van is used for a medically stable individual who: (1) needs routine transportation to or from a non-emergency medical appointment or service; (2) is convalescent or otherwise non-ambulatory and cannot use a wheelchair; and, (3) does not require emergency medical transport, medical monitoring, aid, care or treatment during transport. Self-administered oxygen is permitted if the oxygen tank is secured safely, as described below.

In addition to the general requirements for all vehicles and drivers operating under this contract, stretcher vans shall be operated by a driver and an assistant who have completed DMAS approved training in first aid, handling blood borne pathogens, and in transferring, loading and unloading passengers in stretchers.

The following restrictions shall apply:

a. A stretcher van passenger shall not be left unattended at any time;
b. The driver and assistant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured;
c. The assistant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition; and,
d. The stretcher van vehicle shall not be used:
    i. for emergency medical transportation;
    ii. to transport a passenger who requires basic or advanced life support;
    iii. to transport a passenger who has in place any temporary invasive device (including a saline lock) or equipment such as an intravenous administration device or an airway maintenance device;
    iv. to transport a passenger who requires close observation or medical monitoring; or,
    v. to transport more than one (1) stretcher passenger at a time.
e. A minimum of two (2) crew members shall be in the stretcher van. The second crew member shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
f. Ambulances modified to become stretcher vans are required to remove any and all Ambulance markings, red or amber lights, flashing lights, or any other vehicle modification that indicates this vehicle could be an ambulance.
g. Ambulances must conform to State Emergency Medical Services Regulations as defined by *Code of Virginia* § 32.1-111.1, and the Virginia Department of Health, Office of Emergency Medical Services (OEMS).

At a minimum, the Contractor shall inspect and certify that each stretcher vehicle complies with the following:

a. The vehicle must be equipped with an approved stretcher used to transport individuals in the supine or Fowler's position.
b. Passengers shall be loaded headfirst.
c. The driver and attendant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.
d. Stretchers shall be one of two styles (excerpted from GSA Federal Specifications KKK-A-1822E, June 1, 2002):
    i. Style 1: Elevating wheeled cot with a minimum length of 191/75 (cm/in), a minimum width of 56/22, and a maximum bed height when collapsed of 38/15 measured to the top of a positioned 8/3 thick mattress.
    ii. Style 2: Elevating wheeled cot with additional front roll in wheels with a minimum length of 200/79 (cm/in), a minimum width of 56/22, a maximum bed height when collapsed of 13/33 measured to the top of a positioned 8/3 thick mattress.
    iii. Length and width measurements shall be taken at the metal framing, excluding joint fittings. Stretchers shall have a polyester foam mattress at least 8 cm (3 inches) thick or an equivalent mattress covered with vinyl coated, nylon fabric or other non-porous fabric conforming to FMVSS 302, or equivalent, and restraint straps. At least three strap-type restraining devices (chest, hip, and knee) shall be provided per stretcher to prevent longitudinal or transverse dislodgement of the patient during transit. Additionally, the head of the stretcher shall be furnished with upper torso (over the shoulder) restraints that mitigate forward motion of the patient during severe braking or in a frontal impact accident. Restraining straps shall incorporate metal-to-metal quick

release buckles, be not less than 51 mm (2 inches) wide, and fabricated from nylon or other materials easily cleaned and disinfected.

iv. The stretcher fasteners and anchorages shall be a crash-stable side or center mounting cot fastener assembly with a quick release latch. It shall secure the Style 1 or Style 2 wheeled stretcher to the van body. The installed stretcher fastener device for wheeled stretchers shall be tested to comply with a 2200 lb. Pull test in accordance with AMD Standard 004, Litter Retention System. Additional stretcher related hardware is permitted, provided the patient compartment exit/entry is not encumbered with the stretcher in place. The furnished devices shall have a bright colored finish, if the device presents a tripping hazard in the entry/exit area when the stretcher is removed (excerpted from GSA Federal Specifications KKK-A-1822E, June 1, 2002).

v. If the passenger needs a scoop, reeves or stair chair stretcher, the NEMT provider must supply it.

e. The stretcher van must comply with the Americans with Disabilities Act (ADA).

f. A stretcher van must be maintained in good repair and safe operating condition and shall meet the same motor vehicle safety requirements as apply to all vehicles in Virginia:
   i. State motor vehicle safety inspection must be current.
   ii. Exterior surfaces of the vehicle including windows, mirrors, warning devices and lights must be kept clean of dirt and debris.

g. Safety belts must be provided for all passengers.

h. A climate environmental system must supply and maintain clean air conditions and a controlled temperature inside the passenger compartment.

i. Self-administered oxygen must be secured in accordance with Ambulance Manufacturers Division of the National Truck Equipment Association Standard 003, "Oxygen Tank Retention System Test."

j. The following must appear on the stretcher vehicle in permanently affixed lettering that is a minimum of three inches in height and of a color that contrasts with its surrounding background:
   i. The business name of the provider vehicle must appear on both sides of the vehicle body.
   ii. This lettering may appear as part of an organization's logo or emblem as long as the service name appears in letters of the required height.
   iii. If the transportation provider is also licensed by the OEMS as an EMS agency, the terms "Ambulance" or "Emergency Medical Service" or any combination of similar terms may appear on the vehicle only as a part of the service's name.
   iv. Any additional lettering, logos or emblems may appear on the vehicle at the discretion of the transportation provider. The height of any additional lettering must be less than the lettering used for the service's name.
   v. All additional lettering, logos or emblems may not advertise or imply the capability to provide emergency medical services.
   vi. Except for OEMS licensed providers, no vehicle shall display the SOL (Star of Life) emblem or be equipped with emergency warning devices, audible or visual, such as flashing lights, sirens, air horns, or such devices except those which are required by the DMV.

The following requirements for sanitary conditions and supplies apply to all stretcher vehicles in accordance with recommendations and standards established by the Centers for Disease Control and Prevention (CDC) and the Virginia Occupational Safety and Health Law:

a. The interior of the stretcher vehicle, including all storage areas, equipment, and supplies must be kept clean and sanitary.

b. Waterless antiseptic hand wash must be available on the unit.

c. Following transport, and before being occupied by another passenger, all contaminated surfaces must be cleaned and disinfected using a method recommended by the CDC. Cleaning and disinfection supplies must be carried on each vehicle.

d. All soiled supplies and used disposable items must be stored or disposed of in plastic bags, covered containers or compartments provided for this purpose. Red or orange bags must be used for regulated waste.
e. Clean stretcher linen or disposable sheets and pillowcases or their equivalent shall be available in the vehicle and shall be changed after each use when used in the transport of a patient.
f. Blankets, pillows, mattresses, and rain cloths, used in the vehicle shall be intact and kept clean and in good repair.

In determining the appropriate use of stretcher van service, the Contractor shall use the following guidelines:

a. Prior to implementing this service, the Contractor shall submit an implementation plan to DMAS for approval. The plan shall be reviewed, revised if necessary, and re-submitted annually for DMAS approval. The plan shall include:
    i. Detailed protocols for determining the eligibility or ineligibility for transport by stretcher van;
    ii. Provisions for training the appropriate employees at the call center about these protocols; and,
    iii. Provisions for educating appropriate NEMT providers, facilities, other service providers, and members about these protocols.
b. Eligible users for stretcher van services include medically stable, non-emergency individuals who need to be transported on a stretcher but do not need any medical monitoring, aid, care or treatment during transport.
c. Non-eligible users for stretcher van services under this contract include, but are not limited to:
    i. Passengers requiring invasive procedures (IV therapy, drug administration, I.V. pumps, etc.);
    ii. Passengers requiring mechanical monitoring procedures;
    iii. Passengers requiring mechanical respiratory procedures or suctioning;
    iv. Passengers requiring oxygen therapy, except for self-administered oxygen;
    v. Passengers who have sustained an injury and have not been evaluated by a physician; and,
    vi. Passengers who are known to have an acute, infectious process.
d. When the medical condition of a passenger suddenly changes and requires care to be rendered, the driver shall immediately contact the local 911 dispatcher to request help, then notify their own base of operations to advise them of the situation. Appropriate first aid may be initiated and continued until the EMS service has intercepted the transport or arrival at the hospital. Whenever a stretcher van is diverted to an Emergency Department or requests an EMS intercept, an Exception Report must be filed by the Contractor with the Virginia Department of Health, Office of Emergency Medical Service within two business days. A copy must be sent to DMAS at the same time (Attachment XIII).
e. An ambulance may be used in place of a stretcher vehicle only if it meets the equipment, supply and staffing requirements for ambulances as specified in Virginia OEMS Regulations (12 VAC5-31-300 *et seq*. EMS Vehicle Classification and Requirements).
f. Ambulance billing methodology for dually eligible Medicare and Medicaid members (until this population transitions to CCC Plus) that require ambulance transport needs to take into consideration:
    i. Medicare members have the right to choose providers. However, Medicaid members do not have the right to choose providers but a provider can be requested.
    ii. Ambulance providers should be able to contact Contractor for authorization to transport in case Medicare denies payment.
    iii. Contractor should not re-assign trip to different provider if every effort is made to ensure transport meets Medicare criteria for non-emergency transport payment.
    iv. If ambulance transport does not meet medical necessity of Medicare criteria, then Contractor can assign ambulance provider of their choice.

v. Dually eligible Medicare and Medicaid members enrolled in Commonwealth Coordinated Care or CCC Plus receive all transportation benefits from the MCO plan in which they are enrolled {with the exception of those members and services referenced in Section 1.3). Therefore, the billing instructions listed above are for dually eligible members enrolled in FFS Medicaid only.

4.5.6 Member Vouchers and Gas Reimbursement Procedures

The Contractor shall:

a. Describe their experience in the use of vouchers, gas reimbursement and other methods to encourage willing friends and family members to transport a member.
b. Describe methods for verifying that the vehicles and drivers have a valid driver's license, vehicle inspection and registration, and insurance coverage.
c. Propose procedures for preventing fraudulent use of vouchers and gas reimbursement.
d. Propose policies and procedures to be approved by DMAS regarding the use of member vouchers and gas reimbursement. The policies and procedures must be submitted for review and approval by the Department prior to implementation and upon revision.

4.5.7 Use of Fixed-Route Public Transportation

The Offeror shall:

a. Demonstrate experience working with fixed-route public transit services.
b. Be familiar with schedules of fixed-route transportation in communities where it is available.
c. Provide a plan to increase and maximize the use of fixed-route public transportation for members in the areas where fixed-route public transportation is available. The plan shall include the use of each public transit system in the Commonwealth.
d. Develop and implement policies and procedures to determine whether fixed-route public transportation is appropriate for a member requesting transportation services. The policies and procedures shall take into consideration factors such as: the distance from scheduled stops; the member's ability to travel independently, including the age of the member, and any permanent or temporary debilitating physical or cognitive condition that precludes the use of fixed-route transportation; inclement weather conditions (including extreme heat or cold); and, other pertinent factors, such as the coordination of services with other service providers.
e. Confirm the suitability of fixed-route public transportation for members with disabilities with the member, the member's family and/or the member's service provider.
f. Ensure the furthest distance a member shall be required to walk to or from a fixed-route transportation stop is no more than one quarter (1/4) mile.
g. Not offer fixed-route public transportation if the travel time exceeds 90 minutes longer than the average travel time for direct transport.
h. Have procedures for timely distribution of tokens, tickets, or passes to members to make their authorized appointments and adequate monitoring to validate that the tokens/passes were used for authorized transportation. Procedures shall include methods to determine whether providing weekly or monthly transit passes is cost-effective and fully utilized. The procedures must be submitted for review and approval by the Department prior to implementation and upon revision.
i. Outline the methodology for providing fixed-route "travel training," either by the Offeror or subcontractors for members with disabilities.
j. Exempt members with certain high-risk medical conditions from utilizing fixed-route public transportation.
k. Ensure that no more is paid for fixed-route public transportation than the rate charged to the general public.

l. Provide an annual alternate transportation plan to address how the Contractor will promote and increase ridership of all modes of alternate transportation. The plan shall at minimum address; the overall marketing strategy with members and facilities, updated materials, detail of internal processes, workgroups with stakeholder community, ongoing reporting and specific goals and objectives to increase utilization.
m. Provide DMAS with a monthly report on the Contractor's use of fixed-route public transportation for eligible members (Attachment XIII).

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.6 Trip Manifests

The Contractor shall make trip manifests available to NEMT providers in a time frame agreed upon by DMAS and the Contractor. The trip manifests shall include all the necessary information to perform each trip at the quality level requested by the member, and required by the terms of this RFP.
The trip manifests shall include all the necessary information to perform each trip, including, but not limited to:

1. A unique trip identifier for billing purposes;
2. Member's full name;
3. Member's phone number;
4. Physical address and time of the pick-up and the physical address and time of the appointment for covered services (including the name and phone number of the physician or other service provider);
5. Mode of transport;
6. Whether curb-to-curb, door-to-door or hand-to-hand delivery is required;
7. Whether a family or friend will escort the member;
8. Weight of member including mobility devices and medical equipment to ensure safe lifting capacities; and,
9. Any special needs of the member or instructions about the pick-up location or the member.

If the Contractor sends an urgent trip manifest or other trip to a NEMT provider in less than the agreed upon time frame before the pick-up time, the Contractor also shall contact the NEMT provider in advance by telephone to provide the trip number, the reimbursement amount, and to request written confirmation or confirmation via electronic software application from the NEMT provider that the trip shall be accepted.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, and personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.7 NEMT Provider/Driver Trip Logs

The Contractor shall require that NEMT providers maintain trip logs. The Contractor shall provide training, support and periodic refresher training to ensure compliance with maintaining trip logs. At a minimum, the following information shall be contained in the trip log:

1. Date of service;

2. Driver's name;
3. Driver's signature (written or digital);
4. Attendant's/escort's full name (if applicable);
5. Member's name;
6. Member's or attendant's written or digital signature (if applicable);
7. Vehicle Identification Number (VIN) or other identifying number on file with the Contractor;
8. Mode of transportation authorized;
9. A unique transportation provider number, assigned by Contractor. For providers of ambulance service, the DMAS ambulance provider number shall be utilized;
10. Actual start time (from base station) (in military time);
11. Each authorized member transported with the actual pick-up time (in military time);
12. Trip indicator (i.e. Trip completed, member no-show, etc.);
13. Each actual drop off time (in military time) for each authorized member;
14. Actual number of wheel chairs, attendants, and children, per trip;
15. Actual return time (to base station) in military time;
16. Authorized stamp or signature of the transportation provider; and,
17. Other pertinent information regarding completion of the trips.

The Contractor shall:

a. Ensure that all information on the manifests and trip logs is complete and accurate.
b. Ensure that DMAS approved trip logs shall be maintained and available to DMAS in an easily retrievable electronic format for no less than five (5) years.
c. Provide trip log compliance training, support and regular monthly monitoring to all NEMT providers.

The Offeror's proposal shall address methodologies to be used, including optional handheld digital devices, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.8 Reimbursement of NEMT Providers

Contractor shall have in place systems, policies and procedures to support prompt and accurate payment for NEMT providers. Contractor shall adhere to the prompt pay regulations and reimburse NEMT providers for services rendered within 30 days of receipt of a properly completed and fully reconciled trip invoice (Ch. 43, Virginia Public Procurement Act, Sections 2.2.-4347 to 4356).

In response to the RFP, Offeror shall include a detailed plan to transition to a fully automated electronic claims adjudication system.

Offeror shall provide a description of their Payment Administration Plan, including payment methods, policies, procedures, billing instructions and payment schedules. Any penalties for late submission must be included in the description. Any revisions to these policies must be submitted to and approved by DMAS prior to implementation.

The Contractor shall:

a. Reimburse NEMT providers through any payment arrangement agreeable to both parties and mutually agreed upon with the Department. The Contractor shall devise a payment exception method for non-electronic participation related to payments.

b. Include a detailed plan to transition to a fully automated electronic claims adjudication system. The Contractor's electronic payment methodology shall be offered at no additional cost to transportation service providers.
c. Allow NEMT providers a minimum of six (6) months from the date of service to submit claims for reimbursement without penalty. For providers who first bill Medicare, the six (6) month timeframe shall begin on the date of the denial of the claim by Medicare.
d. Pursue other payers of non-emergency ambulance services for members, such as Medicare and private insurance (DMAS will continue to pay for Medicare deductibles and co-payments for Medicare covered transportation services). DMAS will furnish the Contractor with other payer information (third party insurance) on each member. If the Contractor discovers that a member has third party insurance that DMAS does not have on record, the Contractor shall report the information to DMAS (Attachment XIII) within 15 business days.
e. Provide timely payment to contracted NEMT providers and individuals submitting gas reimbursement based on the authorized services rendered. Full payment of all authorized trips shall be made within thirty (30) days of submission of accurate invoices and proper documentation. The Contractor shall report the timeliness of payments and the number of pending claims on a monthly basis (Attachment XIII).
f. Supply to the NEMT provider, for each adjudicated claim, a remittance advice that contains all necessary claim information, such as, but not limited to: the trip ID number, the date of the trip, the amount billed, the amount paid or if denied, the reason denied, penalties assessed, liquidated damages incurred, and any other pertinent claim information mutually agreed upon with DMAS. For purposes of this contract, a "clean claim" means one that can be processed without obtaining additional information from the provider or from a third party. Clean claims shall not include any claim submitted by or on behalf of a NEMT provider who is under investigation for fraud or abuse, or a claim that is under review for medical necessity.
g. Monitor and validate that, at a minimum, a statistically valid random sample of NEMT provider claims for reimbursement are reviewed to ensure program integrity is maintained via a match verification of authorized trips process, and report monthly to DMAS.
h. Establish procedures for investigation and resolution of uncashed NEMT provider checks. The procedures shall ensure compliance with *Virginia Code* § 55-210.12. Any checks that have not been cashed and whose status is unresolved at twelve consecutive months following date of issue are reportable under the Virginia Unclaimed Property Act (*Virginia Code* § 55-210.1 *et seq.*). The contractor shall provide to the Department a monthly Stale Dated Check report that includes checks outstanding or uncashed after the 150-day mark for review and potential follow up with the providers. Checks that remain uncashed after 180-days of the issue date are deemed "stale dated" and are to be voided on a quarterly basis. All claims associated with the voided 180-day checks are to be voided in the claims system (Attachment XIII). Instructions on how and when it is required to submit unclaimed property is available at http://vamoneysearch.org. The Contractor shall submit to DMAS a list of checks reported under the Virginia Unclaimed Property Act by November 30th of each year (Attachment XIII).
i. Fully comply with all Virginia Prompt Pay regulations for Medicaid (no more than thirty (30) days of submission of clean claims and proper documentation). The Contractor shall reimburse NEMT providers for services rendered in no more than 30 days of receipt of a clean claim of a properly completed and fully reconciled trip invoice.
j. Have the ability to suspend payments to a NEMT provider who is under investigation for fraud or abuse, or a claim that is under review for medical necessity, upon notification and approval from DMAS.

k. Assure that the Contractor's payment method shall take into consideration provider dead head of 25 miles or over one way.
l. Assure that provider wait time payment method shall take into consideration dead head miles and 15-minute wait time intervals.
m. Make readily available in electronic format monthly all provider recoupment. The Contractor shall notify the Department for approval of NEMT provider recoupment amounts exceeding $2,000. For recoupment amounts under $2,000 the Contractor shall notify the Department if a problem is identified with the recoupment.

The Offeror's proposal shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables.

4.9 Establish and Maintain Automated Transportation Information Management System

The Offeror shall provide a detailed Technology Plan that describes how it shall establish and maintain a fully automated integrated Transportation Information Management System (TIMS) sufficient to meet the needs of the NEMT program in the Commonwealth. TIMS shall be provided to providers, members, and end users at no cost for access, applications, software, technology, interface and Offeror's proposed devices. The Technology Plan shall include roll out timeline, work plan, training schedule and other pertinent information in order to successfully implement the Contractor's TIMS system. The system shall be fully operational at the time of the Readiness Review as required under Section 11.1 of this RFP.

The Offeror's proposed TIMS Technology Plan shall include what the Offeror considers to be Core Functions of the TIMS system and explain and/or demonstrate in the proposal how the TIMS will manage their Core Functions. The plan shall describe software currently utilized by the Offeror in a contract of similar size and scope to that outlined in this RFP. This technology shall have the capability to collect and store data needed to provide accurate reporting to support the efficient operation of the Virginia NEMT program, and DMAS' oversight of the RFP operational requirements. Simple spreadsheets or database products (such as Microsoft Excel or Access) do not meet the criteria for an automated transportation management system under this RFP.

The Offeror's proposal shall address methodologies to be used, timeliness, work plans, personnel and other pertinent information in order to implement the requirements successfully to achieve full compliance with all tasks and deliverables. At a minimum, the Offeror shall provide a member and provider mobile application that utilizes a fully automated GPS-enabled trip routing and tracking system for every vehicle. DMAS shall be able to receive ad hoc reports and access the mobile application. Offerors, as an option, may use what DMAS considers Core Functions, listed below, as an outline to describe the Contractor's TIMS.

4.9.1 TIMS Optimized Automated Scheduling

Scheduling component capabilities:

a. Fully automated GPS-enabled trip routing and tracking system;
b. Database of recurring (standing order) and demand response trips;
c. Utilizes number of vehicles and seats available when auto assigning trips;
d. Flexibility to increase productivity by grouping trips and generating manifests;
e. Precludes providers from over scheduling trips;
f. Automatically generates and routes "suggested" manifest assignments to providers;

g. Optimized scheduling system that maximizes revenue miles and limits dead head miles to increase vehicle utilization;
h. Auto-assigns trips to the nearest high quality provider;
i. Able to accept and utilize fixed-route public transportation overlays and be able to identify members living on fixed-route public transportation routes.

The Offeror shall describe how providers will access the software/program/methodology used to calculate or verify trip mileage at no cost to the providers.

The Offeror shall describe their plan for assigning the following types of trips:

I. Urgent Trips
II. Hospital Discharges within the 3-hour window from time Contractor is notified
III. Unassigned trips with less than 24 hours until pick up
IV. Late Rerouted trip with less than 24 hours until pick up
V. No Vehicle Available (NVA) trips with less than 24 hours until pick up
VI. No Provider willing take trips with less than 24 hours

4.9.2 TIMS Member Management

Member management component capabilities:

a. Check eligibility for authorizing transportation services;
b. Accommodate member special transportation requirements (i.e. attendant required, member needs to ride by themselves, mode of transportation, and level of service);
c. Accommodate special vehicle requirements (i.e. bariatric transport, low vehicle);
d. Track all complaints and complaint resolutions;
e. Track all incidents and accidents;
f. Smart phone apps for members, member's family, guardian, facilities, or group homes, and/or other technology for members, and/or end users.

4.9.3 TIMS Network Management and Support

Network management and support component capabilities:

a. Track the adequacy of network to identify network inadequacies;
b. Access by providers and volunteer driver to the TIMS through a secure web-based electronic portal to obtain trip manifest information and for billing/payment functions at no charge to the NEMT providers;
c. Integrated vehicle tracking;
d. Integrated Quality Assurance of the provider network;
e. Fleet and driver management that tracks provider, driver, and vehicle contract requirements for credentialing, training, licensing, inspections, SWAM and terminations;
f. System integration in a format that allows export or transmittal of trips to providers TIMS system at no cost to provider;
g. Smart phone apps for providers;
h. Provide an operational plan for providers in remote parts of the state where internet connections are limited;
i. Technology for dispatching, trip management, and billing. Technology devises and software are at no charge to providers;
j. Provide technology support and training for providers

4.9.4 TIMS Reporting

a. Reporting requirements Section V and Attachment XIII of this RFP

b. Custom NEMT program reports
c. Ad Hoc reports as listed in Attachment XIII of this RFP

4.9.5 TIMS Import, Export, Collect Data and Files

Data component capabilities:

a. Submit encounters as described in the DMAS Transportation encounter companion guide;
b. Store data that provides accurate reporting to support the efficient operation of the Virginia NEMT program and DMAS' oversight of the RFP operational requirements. Simple spreadsheets or database products (such as Microsoft Excel or Access) do not meet the criteria for an automated TIMS under this RFP;
c. Import eligibility files as described in Section 10.1.3 of this RFP.

4.9.6 TIMS Other Requirements

The Offeror, as part of their proposal, shall describe additional requirements, including:

a. TIMS back up plan;
b. Other cost-effective technology or member applications that increase transportation access, safety, and reliability for the NEMT Program;
c. Access to hospital discharge software, approved in advance by DMAS, to streamline NEMT services for hospital discharges and transfers.
d. Provide a HIPAA-compliant web-based electronic portal that members and facilities can access at no charge to make, modify, verify and cancel trip reservations.
e. The use of smart phone apps that will advance the Virginia NEMT program and Describe how apps can provide cost saving measures for member trip scheduling, provider trip management, on time performance, provider payments and DMAS contract management.
f. Describe other technological advances or approaches for both members and providers not mentioned in this RFP to further the Virginia NEMT program's safety, quality of service and on time performance.
g. Describe how DMAS will have full remote access to TIMS for reporting, inquiries, and monitoring purposes as listed in Section 4.9.10.
h. Describe system methodologies, controls, and audits that are used to prevent fraud and abuse by members, and providers.

All non-proprietary software shall be licensed to DMAS. DMAS shall own all data and files, and the Contractor shall provide DMAS with all data and files upon request. If the software is proprietary, DMAS shall own all of the Virginia NEMT data but not the program code.

Although the Contractor will maintain the database and processing systems at their Facility, DMAS and DMAS authorized agents shall have secure remote access to the Contractor's TIMS, both from DMAS' site, Contractor's site, and from the field to support the contract. DMAS requires a minimum of seven (7) access/licenses to the database and the various applications used by the Contractor at no additional cost to the Department.

4.9.7 Member Data Elements

The Contractor shall maintain an electronic database of members that contains the following data elements, at a minimum:

1. Member name (First, Last, MI, Suffix) *

2. Date of birth * and current age
3. Gender *
4. Weight, if in excess of 250 pounds
5. Medicaid or FAMIS program ID number *
6. Physical address *
7. Primary Telephone number *
8. Alternative Telephone Number
9. E-mail address *
10. Primary contact person and relationship to member (this includes contact information and could be a family member, case manager, or other representative)
11. Directions to home, if necessary
12. Member program eligibility aid category and eligibility category *
13. Program eligibility effective dates *
14. Program eligibility end dates*
15. Third party liability (TPL) status *
16. Usual mode of transportation (e.g., wheelchair van)
17. Type of service needed: curb to curb, hand to hand, and door to door
18. Days of Service: Days of week and either single or standing order
19. Alternative Transportation: (e.g., Member lives on bus route, accepts gas reimbursement)
20. RFP time frame trip history
21. Notes (e.g., VIP)
22. Special needs (e.g., medical condition, weight, electric or manual wheelchair, walker, language, etc.)

* These data values will be provided to Contractor on a weekly DMAS eligibility feed.

4.9.8 NEMT Provider, Driver/Attendant, and Vehicle Data Elements

The Contractor shall maintain an electronic database of NEMT providers that contain the following data elements, at a minimum:

NEMT Provider

1. Company name
2. Name of owner or manager
3. Physical address
4. Mailing Address
5. Telephone numbers
6. E-mail address
7. Provider type (e.g.; ambulance, stretcher, taxi, ambulatory, wheel chair, etc.)
8. Types and numbers of vehicles (e.g.; sedan, wheel chair van , minivan, stretcher van, ambulance)
9. Geographic coverage area (FIPS for counties and cities served)
10. Number of attendants
11. Days and hours of operation
12. Contracted or non-contracted NEMT provider
13. Business license expiration date
14. DMV intrastate operating authority and expiration date
15. Federal Motor Carrier Safety Administration interstate operating authority: permit number and expiration date
16. EMS Permit Number (if applicable)
17. NPI number

Driver/Attendant

1. Name
2. Date of birth
3. Social Security Number
4. Address
5. Telephone numbers
6. Date PASS training completed
7. Date basic first aid completed (if applicable)
8. Date defensive driving training completed
9. Date HIPAA training completed
10. Date wheelchair securement training completed (if applicable)
11. Driver's license expiration date
12. Date of last completed criminal background check
13. Date of last drug screen (if applicable)
14. Date of last driver record review
15. If applicable, driver suspended or banned from NEMT program

Vehicle

1. Type of vehicle
2. Date vehicle state inspection expires
3. Date vehicle license expires
4. Date insurance expires
5. Date of last Contractor inspection
6. License plate number
7. Copy of vehicle registration
8. Maximum passenger capacity (as manufactured or as modified)
9. If applicable, Transportation Provider assigned vehicle number

4.9.9 Trip Utilization/Claim Data Elements

The Contractor also shall maintain an electronic database of service data elements. The database shall include data for fixed-route public transportation and gas mileage reimbursement. The Contractor shall capture and maintain detail-level data records on all denied services. The Contractor also shall maintain data for all trip requests and reservations, including those that do not result in a paid service. The Contractor shall capture and maintain detail-level data records on all denied services. All Contractor data systems must be integrated. Database must include the following data elements, at a minimum:

1. Member name
2. Medicaid or FAMIS program ID number
3. Requester name (if different)
4. Date/time of request
5. Date/time of appointment
6. Verification of appointment, if applicable
7. Mode of transportation authorized
8. Scheduled time of pick up and drop off
9. Actual time of pick up and /drop off
10. Address of pick up location
11. Address of drop off location
12. Approval, or denial (include reason) of transportation

13. Ancillary services authorized (e.g., parking, tolls, lodging, meals, attendant, children)
14. Transportation provider number. This can be a unique identifier assigned by Contractor, but the Contractor must maintain the ability to cross-reference this identifier to the DMAS provider number for reporting and when submitting encounters to DMAS.
15. Date/time of notification to transportation provider
16. Mileage authorized
17. Trip cost/billed amount
18. Reimbursement/payment amount
19. Staff member referring, authorizing or denying the request
20. Notes (cancellation, incomplete request, no-show)
21. Date of claim receipt
22. Date of claim payment
23. Remittance/check date (if different than date of claim payment)

4.9.10 DMAS Remote Access

The Contractor shall provide DMAS with remote inquiry, reporting and monitoring access to the Contractor's electronic transportation management system. Authorized DMAS users shall be able to access the Contractor's system(s) via secure connection using their existing hardware/software configuration (preferably via Internet). The Contractor shall provide remote access devices with secure connection and technical assistance to DMAS personnel for monitoring purposes.

4.9.11 Data Storage Requirements

The Offeror shall provide DMAS with its written policies and procedures for data backups (minimum daily), data security, and disaster recovery (see Section 20.30) as part of the RFP response and upon revision.

4.9.12 Data Retrieval/Ad Hoc Reporting

All service, request, reservation, and call center data must be retrievable by member's Medicaid or FAMIS ID, member name, date(s), provider, geographic region, and/or other identifiers. All data stores must be integrated in order to facilitate retrieval and reporting of different data types. The Contractor must maintain sufficient historical data necessary to generate reports for the duration of the contract. Format and data elements must conform to DMAS requirements, and may require translation of existing Contractor data into a standard format and media acceptable by DMAS. The Contractor shall be responsible for all programming functions and costs associated with the maintenance or enhancements of this reporting function.

4.10 NEMT Provider Reconsideration and Appeals

4.10.1 NEMT Provider Reconsideration to the Contractor

The Contractor must develop internal policies and procedures to allow NEMT providers an opportunity for review and reconsideration of Contractor adverse actions upon NEMT providers' requests. The right to reconsideration, the method by which a provider can request reconsideration, and the timeframe for a reconsideration request must be specified in the Contractor's notice of adverse action (e.g. suspension or termination). Providers must be afforded at least 15 calendar days from the date of the action to request reconsideration, with the Contractor issuing the reconsideration decision within 30 calendar days of the receipt of the reconsideration request. The provider's exhaustion of the Contractor's internal reconsideration process is a prerequisite to filing an appeal with the Department. The Contractor's final reconsideration decision shall clearly identify that the reconsideration process has been exhausted, and

include the timeframe for filing a DMAS appeal, the address to file the appeal, and list pertinent statutes/regulations governing the DMAS appeal process.

The Contractor must inform NEMT providers of their right to appeal if the review and reconsideration does not resolve the provider's challenge(s). The Contractor's review and reconsideration process must be reviewed and approved by the Department prior to implementation and upon revision. The Contractor shall provide DMAS with monthly reports indicating the number of reconsideration requests received as well as the detailed analysis and disposition of each request.

4.10.2 NEMT Provider Appeals to DMAS

DMAS provider appeals are governed by DMAS' provider appeals regulations (12 VAC 30-20-500 et seq.), the Virginia Administrative Process Act (Virginia Code § 2.2-4000 et seq.) and Virginia Code § 32.1-325.1.

After completing the reconsideration process with the Contractor, NEMT providers have the right to appeal adverse decisions. The Contractor must inform NEMT providers of their right to appeal to the Department a reconsideration decision that is adverse, in whole or part. Before appealing to the Department, NEMT providers must first exhaust all of the Contractor's reconsideration processes. All provider appeals to the Department must be submitted in writing and within thirty (30) days of the Contractor's last date of denial to the DMAS Appeals Division, 600 East Broad Street, Richmond, VA 23219. The Contractor's final denial letter must include a statement that the provider has exhausted the reconsideration process with the Contractor and that the next level of appeal is with the Department. The final denial letter must include the standard appeal rights to the Department (including the time period and address to file the appeal).

Upon receipt of notice that the Department has received an appeal from a provider involving services provided to the Contractor's member, the Contractor should verify that the provider has exhausted all of the Contractor's reconsideration processes. Further the Contractor shall verify, based upon the Contractor's records, that the appeal to the Department meets the DMAS timeliness requirements (i.e., within 30 days of the Contractor's last date of denial). The Contractor shall notify the Department within two (2) business days of the receipt of the appeal notice to the State, of any appeals where the provider has not exhausted the Contractor's reconsideration process and/or where the appeal does not appear to meet the Department's timeliness requirements (based upon the Contractor's records).

Upon receipt of notification of an appeal by the Department, the Contractor shall prepare and submit an appeal summary to the DMAS Appeals Division, the DMAS Contract Administrator, and the NEMT provider involved in the appeal in accordance with required time frames. The appeal summary content and timelines are specified by appeal regulations. The Contractor shall comply with all state and federal laws, regulations, and policies regarding the content and timeframes for appeal summaries.

The Contractor shall attend and defend the Contractor's decisions at all appeal hearings or conferences, whether informal or formal, or whether in person or by telephone, or as deemed necessary by the DMAS Appeals Division. Contractor travel or telephone expenses in relation to appeal activities shall be borne by the Contractor.

Failure to meet timelines or content requirements for an appeal summary may automatically trigger a default against the Department resulting in the obligation to approve the provider's full monetary claim, regardless of the merits of the provider's case. Additionally, a failure to fully comply with regulatory requirements for attendance at hearings, to provide expert testimony to support adverse actions and production of documents may similarly trigger a default against the Department. Therefore, any default

caused by the Contractor shall subject the Contractor to damages in the full amount of the provider's claim on appeal, together with any costs or legal fees assessed by the Hearing Officer or Court or as part of a negotiated settlement between DMAS and the provider due to the default.

DMAS may, in its sole discretion, waive the imposition of all or part of the liquidated damages. The Contractor shall be liable for all liquidated damages imposed by DMAS. Any dispute between the Contractor and any provider/subcontractor regarding the event giving rise to the imposition of liquidated damages shall not relieve the Contractor of its liability for said damages.

All liquidated damages imposed pursuant to this section, whether paid or due, shall be paid by the Contractor out of administrative and management costs and profits within thirty (30) calendar days of the Contractor's receipt of the notice of damages.

If any failure to meet Provider Appeals requirements in this section is directly and solely attributable to: (i) a force majeure event; or (ii) actions or omissions of the Department or a breach by the Department of this Contract, the Department shall not be entitled to liquidated damages.

4.11 Member Grievance and Appeals

4.11.1 Member Grievance to the Contractor

Complaint resolution is a high priority service requirement for DMAS. The Contractor shall have a systematic approach to capture, log, monitor, resolve and report all service complaints. The Contractor shall provide adequate systems and procedures to ensure that complaint resolution is a priority. All complaints must be resolved within five (5) business days; however, if a complaint is identified as needing 'Urgent' attention, DMAS will provide the resolution date.

The Contractor shall have an internal grievance process in place available to members who wish to file a grievance. This process must assure that member notifications are compliant with state and federal regulations and that all decisions are made within the DMAS approved timeframes. The Contractor shall make available monthly reports in an easily retrievable electronic format the number of grievance requests received, timestamps for each phase of the process and ultimate disposition of each request.

The Contractor must develop policies and procedures regarding the grievance process. These must be submitted for review and approval by the Department prior to implementation and upon revision. The Contractor shall respond to members using a template provided by DMAS upon contract award. The Contractor also shall notify members in writing of their rights to appeal actions as defined herein. The Contractor shall provide DMAS with monthly reports indicating the number of grievance requests received as well as the detailed analysis and disposition.

The Contractor shall:

a. Receive and log complaints from members, including a summary total and a detail report that includes the following fields:
    1. Member name
    2. Member's Medicaid or FAMIS program ID number
    3. Complainant name & contact information
    4. Transportation provider assigned
    5. Appointment date and time
    6. Pickup & drop-off locations

7. Date of complaint
8. Complaint details/description
9. Who the complaint is against
10. Resolution
11. Resolution date

b. Report monthly the details on complaints received in the previous calendar month (Attachment XIII).
c. Provide an electronic system to log and track complaints in an easily retrievable format. Complaints should be defined by type and severity. Responses to complaints should also be logged.
d. Have policies, procedures and workflows for timely complaint processing.
e. Provide dedicated staff to provide oversight to the complaint process.
f. Allow multiple methods for the submission of complaints, to include online, phone, fax, email and/or written.
g. Assure that member complaint rate does not exceed 0.85% of total reservations net cancellations in any given month. Contractor shall pay a 1% penalty for any month the complaint rate exceeds 0.85%.

4.11.2 Member Appeals to DMAS

Medicaid and FAMIS members have the right to appeal actions to the Department as described in 42 CFR § 431, Subpart E, and at 12 VAC 30-110-10 through 12 VAC 30-110-370. The Contractor must notify members of their right to appeal directly to the Department, the timeframes for appeals, and the Department's address for the appeals.

The Contractor shall:

a. Notify each member in writing of all instances when their request for transportation services, and/or date range(s) for services, including Non-Emergency Transportation Services (NEMT) are denied, terminated, suspended, reduced, or partially approved. These are collectively referred to as "actions". Notification must include, at minimum:
    1. A clear statement of what action the Contractor intends to take and the effective date of such action;
    2. The specific reasons for the intended action;
    3. The specific regulations that support, or the change in Federal or State law that requires, the action;
    4. An explanation of the member's right to appeal to the Department, including instructions on how to do so
    5. An explanation of the right to an expedited appeal; and
    6. An explanation of the circumstances under which transportation services are continued if an appeal is requested.
b. Designate action codes (supplied by DMAS) detailing the reason for the action, and store and report them in an easily retrievable format in the Contractor's system.

Consistent with federal requirements, the Contractor shall ensure that the appeals system is accessible to members who are not English proficient or who have disabilities. Upon receipt of notification of an appeal from DMAS, the Contractor shall prepare and submit an appeal summary to the DMAS Appeals Division, the DMAS Contract Administrator, and the member within the required time frames. The Contractor shall comply with all state and federal laws, regulations, and DMAS policies regarding the content and timeframes for appeal summaries.

The Contractor must develop policies and procedures, templates and workflows regarding their internal grievance process and DMAS appeal process. The Contractor shall support the appeals process from the

initial notification by DMAS, through final decision. The policies and procedures also shall include provisions for responding to expedited appeals within three 72 hours of DMAS' receipt of the appeal as required by DMAS. These documents shall be incorporated into the Contractor's policy and procedures manual and reviewed for approval no less than annually during the contract period.

The Contractor shall attend and defend its actions at all DMAS appeal hearings, whether in person or by telephone, as deemed necessary by the DMAS Appeals Division. The Contractor's expert witnesses shall be available, by telephone or in person, for hearings involving actions as determined by the Appeals Division. The Contractor shall assume responsibility for all travel and telephone expenses in relation to appeal activities. Failure to meet timelines or content requirements for appeals summaries may automatically trigger a default against the Department resulting in the obligation to approve the member's full claim, regardless of the merits of the member's case. Additionally, a failure to fully comply with regulatory requirements for attendance at hearings, to provide expert testimony to support adverse actions and production of documents may similarly trigger a default against the Department. Therefore, any default caused by the Contractor shall subject the Contractor to damages on the member's full claim on appeal, together with any costs or legal fees assessed by the Hearing Officer or Court or as part of a negotiated settlement between DMAS and the member due to the default.

The Contractor's written notification to the member of the right to appeal shall include the following language:

> If you do not agree with this action, you may ask someone else to look at your request for transportation services. This is called an appeal. You must send a form or letter to request an appeal within 30 days of getting this notice. A friend, relative or other person can send the form or letter for you. If you were already getting transportation services, and your appeal request is sent in less than 10 days from the date of this notice, or before the date your transportation services are going to end, you may continue getting transportation services while the appeal is going on. If services are continued or reinstated due to an appeal, they will not be reduced or terminated until a decision is made by the hearing officer. You might have to pay the Medicaid or FAMIS program back for services received during the appeal if you lose your appeal.
>
> You may ask for either a normal or expedited appeal. A normal appeal is for non-urgent problems. An expedited appeal can be granted if you or your doctor thinks waiting for a decision means you could get a lot sicker or you could die. The Department of Medical Assistance Services will determine if you are eligible for either a normal or an expedited appeal.
>
> If you choose to appeal, please complete an appeal form. Appeal Request Forms are available on the Internet at www.dmas.virginia.gov/Content_pgs/appeal-home.aspx or by calling (804) 371-8488.
>
> If you are not able to get the form, you may write a letter. Please include the name of the person whose request for transportation services was denied or cancelled. Also include the person's date of birth, social security number, case number, and the date of the action. Please send a copy of this notice with the appeal request to the:
>
> Appeals Division
> Department of Medical Assistance Services
> 600 E. Broad Street
> Richmond, Virginia 23219
> Appeal requests may also be faxed to:

(804) 452-5454

4.12 Outreach, Training, and Education

4.12.1 Member Outreach, Training, and Education

The Contractor shall:

a. Be responsible for developing and disseminating the initial member notification that shall inform members of the Contractor's name, address, toll-free and Voice/TTY number, and hours of operation, as well as a brief description of how to utilize NEMT services. Thirty calendar days prior to implementation, the Contractor shall mail, via first class, materials reviewed and approved by the Department to inform and educate the eligible populations about the NEMT services. The Contractor shall arrange for NEMT services prior to the Contractor assuming responsibility for the provision of services.
b. Provide information to members to inform them about the availability of NEMT services, eligibility requirements for services, the authorization process for single trips and standing orders, and how to access and use the services properly. All information will be reviewed and approved by DMAS prior to dissemination and upon revision.
c. Ensure members are educated and provided assistance for those who transition between the delivery systems or those who access services through both managed care and fee-for-service delivery systems.
d. Develop and suggest policies and procedures that could be implemented if members do not comply with established procedures (e.g., members who are chronically late or absent for scheduled trips, members whose behavior en-route threatens the safety of the member, the driver, other passengers or the safe operation of the vehicle). The policies and procedures will be approved by DMAS prior to implementation and upon revision.
e. Develop a member handbook, in electronic & written format, and provide the Department with an updated version no less than quarterly, to ensure that members have access to current policies and procedures. The member handbook will be approved by DMAS prior to implementation and upon revision. The current version shall be posted on the website maintained by the Contractor for member use. The Contractor shall mail members an updated member handbook upon request.
f. The cost of design, printing, and distribution (including postage) of all member materials shall be borne by the Contractor. The Contractor shall comply with all Federal postal regulations and all DMAS requirements for mailing of all materials. Any postal fees assessed on mailings sent by the Contractor in relation to activities required by this RFP due to failure by the Contractor to comply with Federal postal regulations shall be borne by the Contractor and at no expense to the Department.
g. Submit mock-ups or proofs of any materials the Contractor intends to use along with a description of any activities prior to implementation or use. This includes, but is not limited to, all policies (including confidentiality) and manuals, brochures, posters, fact sheets, video tapes, story boards for the production of videos, audio tapes, letters, any and all other forms of advertising as well as any other forms of public contact such as participation in health fairs and/or telemarketing scripts. All materials will be reviewed for approval by DMAS prior to implementation and upon revision. All previously approved materials that require modification shall be submitted to DMAS electronically for review and revisions shall be denoted using track changes.

All materials submitted by the Contractor shall be accompanied by a plan that describes the Contractor's intent and procedures for the use of the materials. The Member Communication Plan shall provide for the creation, review and approval of communication materials, and for the quarterly review, update and approval of all materials. All written material submitted by the Contractor must be submitted on paper

and electronic file media. The electronic files must be submitted in a format acceptable to the Department. Electronic files submitted in any other format than those approved by the Department cannot be processed.

During the life of the contract, the Department will review the Contractor's materials and either approve, deny or return the plan and/or materials (with written comments) within 30 calendar days from the date of submission. Once the Department has approved materials, the Contractor shall submit one (1) electronic copy of the final product to the Department's Transportation Program Manager. The Department reserves the right to notify the Contractor to discontinue or modify materials, or activities after approval.
All changes to communication materials approved by DMAS shall be implemented within 30 calendar days of approval.

4.12.2 Written Materials Guidelines

a. All materials shall meet Flesch-Kincaid readability scores of 40 or higher (at or below 12th grade reading level), unless the Department approves otherwise.
b. All written materials shall be created with an assurance of non-discrimination.
c. The following shall not be used on communication material without the written approval of the Department:
    i. The Seal of the Commonwealth of Virginia;
    ii. The word "free" can only be used if the service is at no cost to all members.
d. Within 90 calendar days, if requested by DMAS, any documents must be translated and available to each Limited English Proficiency group identified by the Department that constitutes 5% or more of the Virginia Medicaid population.
e. All written materials shall be made available in alternate formats upon request for members with special needs or appropriate interpretation services shall be provided by the Contractor.

4.12.3 Facility and Other Service Provider Outreach, Training and Education

The Offeror shall develop and implement a comprehensive Stakeholder Communication Plan to train and educate health care providers, facilities (e.g., long-term care facilities, dialysis centers, etc.), and community-based organizations about NEMT services. Stakeholders shall be promptly and accurately informed of all DMAS-approved changes to policies, programs or procedures.

The Offeror shall describe in detail the training program to be used, how the training will be provided, by whom, and the frequency.

The Contractor shall:

a. Provide written and oral communication that must adequately educate health care providers, facilities (e.g., long-term care facilities, dialysis centers, etc.), and community-based organizations, etc. Training & education, shall minimally, emphasize the availability of NEMT services, eligibility for services, the authorization process for single trips and standing orders, medical documentation, how to access and use services appropriately, the complaint process, and regular communication updates.
b. Submit its plans for educating facilities and providers 60 calendar days before conducting training. All training materials must be approved by DMAS prior to use. The Department reserves the right to notify the Contractor to discontinue or modify materials after approval.
c. Provide training throughout the Commonwealth. The Contractor shall hold at least two (2) training sessions per year in each region (Tidewater, Central, Charlottesville/Western, Roanoke/Alleghany, Southwest, Northern/Winchester) of the state. At least one session shall be held physically within the

designated regions. The second and any subsequent regional trainings may be provided via Internet-based technology such as WebEx or another application. Trainings shall be recorded and posted on the Contractor's website established under this RFP. The Department has 10 business days to review and approve all training materials. Training materials must be approved at least 10 business days before the first scheduled training. The Contractor shall arrange all training sessions, and all costs of the training sessions shall be borne by the Contractor. The Department reserves the right to attend all training sessions.

d. Participate and provide NEMT-related information at community, regional, or other meetings as specified by the Department.
e. Distribute to stakeholders a bi-annual transportation update communiqué.
f. Create an on-line training calendar that shall include features permitting on-line registration for training. All training sessions shall be conducted according to the published training calendar.
g. Publish notification of training dates, times and locations no later than 30 calendar days prior to each training session.
h. Store, maintain and update a database of all training participants.
i. Collaborate with facilities (i.e. CSB, AAA, Group Homes, etc.) to gain input and resolve members complaints and needs.

4.12.4 NEMT Driver and Provider Outreach, Training, and Education

Driver Training shall include both Orientation (Initial) Training and Ongoing (Refresher) Training. DMAS must approve all training materials prior to the beginning of training. The Department reserves the right to notify the Contractor to discontinue or modify materials after approval.

Driver Training

The Contractor shall:

a. Ensure that all NEMT drivers (contracted, non-contracted, in-network, out-of-network, volunteers), including any taxi company providing NEMT services, receive or have received initial orientation training and ongoing refresher training approved by DMAS on: (1) assisting members with disabilities, such as Passenger Assistance Safety and Sensitivity training (PASS); (2) basic first aid; (3) defensive driving, such as a commercial driver improvement clinic certified by the Department of Motor Vehicles or the National Safety Council; (4) applicable HIPAA requirements; and, (5) wheelchair securement and proper use of wheelchair lifts, if applicable, before transporting members under this contract. The Contractor shall issue an NEMT Program ID Badge to every driver who completes PASS certification. The Offeror shall describe in detail the training program to be used, how the training will be provided, by whom, and the frequency.
b. Develop a NEMT driver's manual that documents the Contractor's operating procedures. The manual shall be provided to all transportation providers with whom the Contractor has entered into provider agreements with under this RFP, as well as their drivers. The manual shall be reviewed in a mandatory orientation program to be provided by the Contractor to all contracted transportation drivers. The operations procedures manual shall be reviewed and updated quarterly. Updates and changes will be approved by DMAS prior to distribution.
c. Describe an orientation program for all NEMT drivers. The initial orientation plan for providers and a training plan for drivers shall be required at the time of the RFP submission and evaluation. The Contractor shall submit a final orientation plan forty-five (45) calendar days before contract implementation. It must address policy and procedures for this contract and shall be submitted to DMAS for review and approval. At a minimum, the orientation program shall include:
    - An overview of the transportation program and the division of responsibilities between Contractor and NEMT drivers

- Vehicle requirements
- Procedures for reporting accidents, moving violations, and vehicle breakdowns
- Driver qualifications
- Driver conduct
- Proper use of attendants
- Scheduling procedures, including criteria for determining the most appropriate mode of transportation for the member
- Procedures for handling requests for urgent trips
- Criteria for trip assignments
- Dispatching and delivery of services
- Procedures for obtaining reimbursement for authorized trips
- Driver customer service standards and requirements during pickup, transport, and delivery
- Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs for reimbursement
- Procedures for handling complaints from members, facilities, or other service providers;
- Procedures for submitting claims to the Contractor for reimbursement;
- Procedures for reporting suspected fraud and abuse
- A written policy that includes all of the above items

d. Provide initial and refresher training face-to-face in each region at least monthly or as demand requires. The Department must approve the training materials and the Department may participate in these trainings. The Department has 10 business days to review and approve all training materials. Training materials must be approved at least 10 business days before the first scheduled training. The Contractor shall schedule and arrange all training sessions, and all costs of the training sessions shall be borne by the Contractor. Certification of completed refresher training is required every 3 years.
e. Assure that all drivers complete orientation training prior to transporting members under this contract. Upon satisfactory completion of training, drivers shall be certified. This certification must be renewed via completed refresher training every three years.
f. Require that all taxi company drivers who perform hand-to-hand or door-to-door transports shall have completed PASS training prior to performing any trips for those levels of assistance.
g. Create an ongoing program for NEMT refresher training.
h. Accept third party training that meets all requirements outlined in this RFP, including PASS certifications from other sources.
i. Report the number of completed trainings and orientations monthly.
j. All training curricula and materials must be reviewed and updated by the Contractor annually to incorporate changes in requirements, regulations and/or procedures.
k. Store, maintain and update a database of all training participants.

<u>Provider (Owner and Manager)</u>
All persons providing transportation services to the Virginia NEMT Program must undergo required training prior to transporting members.

The Transportation Provider Communication Strategy must facilitate a smooth operation and participation for both new and established providers in the NEMT program. The frequency of regular communications must meet the needs of both providers and the program, and must effectively communicate changes to policies and procedures.

The Contractor shall hold at least two (2) training sessions per year in each region (Tidewater, Central, Charlottesville/Western, Roanoke/Alleghany, Southwest, Northern/Winchester) of the state. At least one

session shall be held physically within the designated regions. The Department may approve that the second and any subsequent trainings be provided via Internet-based technology such as WebEx or another application. The Department must approve the training materials and the Department may participate in these trainings. The Department has 10 business days to review and approve all training materials. Training materials must be approved at least 10 business days before the first scheduled training.

The Contractor shall assure that all initial and refresher trainings for Owners/Managers shall include the following:

- An overview of the transportation program and the division of responsibilities between Contractor and NEMT drivers
- Vehicle requirements
- Vehicle maintenance
- Procedures for reporting accidents, moving violations, and vehicle breakdowns
- Driver qualifications
- Driver conduct
- Proper use of attendants
- Scheduling procedures
- Procedures for providing urgent trips
- Criteria for trip assignments
- Dispatching and delivery of services
- Procedures for submitting claims to the Contractor for reimbursement
- Procedures for obtaining reimbursement for authorized trips
- Payment schedule
- Customer service standards and requirements for drivers during pickup, transport, and delivery
- Record keeping and documentation requirements for scheduling, dispatching and driver personnel, including completion of required logs for reimbursement
- Procedures for handling complaints from members, facilities, or other service providers
- Procedures for reporting suspected fraud and abuse
- A written policy that includes all of the above items

The Contractor shall

a. Hold at least 2 training sessions per year in each region (Tidewater, Central, Charlottesville/Western, Roanoke/Alleghany, Southwest, Northern/Winchester) of the state.
b. Create and support an online tool for Provider Training. This system shall provide access to Computer Based Training, track completion of training, validate and report.
c. Arrange all training sessions; and all costs of the training sessions shall be borne by the Contractor.
d. Submit an Annual Training Plan, with quarterly updates.
e. Schedule provider meetings no less than quarterly.
f. Store, maintain and update a database of all training participants.

4.12.5 Other Outreach, Training and Education

The Contractor shall participate and provide NEMT-related information at community, regional, or other meetings as requested by the Department. Information provided may include details on how to access services, member and NEMT provider rights, responsibilities, complaint procedures, and other information as specified by the Department. The Contractor shall coordinate and provide all training sessions, and cover all affiliated costs.

4.13 OPTIONAL SERVICES

The Department is interested in the Offeror's capabilities and expertise in providing services described in this section. Services may be implemented at the Department's discretion during the period of the contract resulting from this RFP. The Offeror's technical proposal must describe the Offeror's abilities, experience, and process for these optional services at a reasonable cost to the Commonwealth.

The Offeror shall provide a separate cost proposal for each of the services described below (separate cost proposal for each initiative). The cost proposal for these services is required in addition to other programs described in this RFP. DMAS will provide additional information regarding volume and participation, start-up and implementation periods, DMAS guidelines, and any additional services required from the Contractor for these services as this information is made available. As the initiatives described below are in the early development phase, the information and the related requirements provided for these initiatives are subject to change.

4.13.1 DMAS Out of State Transportation

DMAS Out-of-State Transportation currently is provided to a site outside of Virginia's borders that is over the Contractor's description of required out-of-state transportation so that a member may receive Medicaid or FAMIS covered medical service that are not available from an in-state Medicaid provider. Examples include sending members with rare diseases to a nationally known treatment center, or using new treatment procedures that only a few specialists in the United States are able to provide. Examples of these hospitals are Cincinnati Children's Hospital, Philadelphia Hospital for Children (CHOP), Braintree Rehab Center in Braintree, MS, and Stanford University Hospital in CA.

In order for a member to be treated out-of-state or receive urgent or non-emergency air ambulance services, the referring physician or facility must request authorization and reimbursement approval from the DMAS Medical Director or DMAS Long Term Care. Once authorization is granted, the Contractor shall arrange out-of-state transportation services, including meals, lodging, transportation and an attendant, if necessary.

The transportation services may require DMAS enrolled air ambulance companies. The non-emergency or urgent air ambulance trips are a bed to bed service, airline tickets, bus tickets, non-emergency advanced life support, neonatal ambulance, and non-emergency basic life support ambulance, specialty ambulance services, rental cars and ambulatory, as well as wheel chair providers. At times, hotel arrangements will have to be made in advance through direct bill or a DMAS approved method. If applicable, the Contractor can reimburse member for part of or all of pre-approved transportation benefits.

The Offeror's proposal shall address the best criteria that outline how to determine the most cost effective method of transportation along with the timelines, work plans, personnel and other pertinent information in order to implement the optional service successfully to achieve full compliance with all tasks and deliverables. The Offeror also shall describe any provision of this specific service for a contract of similar size and scope to that outlined in this section.

Out-of-State Transportation Volume and Expenditure

Fiscal Year 2015

	Air Ambulance	Ground Transport	Direct Bill Hotels	Member*	Airline Tickets	**Grand Total**
Dollar Amount	$131,130.00	$42,236.50	$6,587.97	$45,208.82	$3,130.70	**$228,293.99**

Number of Trips	9	22	9	54	3	**97**

Fiscal Year 2016

	Air Ambulance	Ground Transport	Direct Bill Hotels	Member*	Airline Tickets	**Grand Total**
Dollar Amount	$42,800.00	$57,335.11	$3,050.73	$22,486.14	$2,148.26	**$127,820.24**
Number of Trips	3	41	14	42	2	**102**

*The member category includes the reimbursements for gas, rental cars, per diem, parking, fuel, tolls and other incidental expenses incurred by the member, member's family member or friend.

4.13.2 Member Technology

Offerors shall propose technology (in addition to the required technology outlined in Section 4.9) that can be utilized by members to assist in scheduling and confirming reservations for trips, trip reminders, and vehicle en-route information. The Offeror shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the optional service successfully to achieve full compliance with all tasks and deliverables. The Offeror also shall describe any provision of this specific service for a contract of similar size and scope to that outlined in this section.

4.13.3 Psychiatric Transport

Offerors shall submit a plan to transport eligible members who need urgent or scheduled non-emergency psychiatric transport or transfer to an approved psychiatric facility or hospital. Non-emergency ambulance shall be utilized for all psychiatric transports.

The Offeror shall address methodologies to be used, timelines, work plans, personnel and other pertinent information in order to implement the optional service successfully to achieve full compliance with all tasks and deliverables. The Offeror also shall describe any provision of this specific service for a contract of similar size and scope to that outlined in this section.

SECTION V REPORTING REQUIREMENTS

The Contractor shall collect and maintain data necessary to complete and validate reports specified in this RFP (Attachment XIII). For purposes of this section, reports are defined as regularly scheduled submissions that the Contractor is contractually required to submit to DMAS so that the Department can monitor the performance associated with the contract. Educational materials, key staffing changes, policies, procedures (e.g., adverse weather plan) etc., that the Contractor must submit for DMAS' approval prior to implementation to be in compliance with the contract are not included in this section.

The Contractor shall develop a system for identifying and reporting current or historical information for any service covered under this contract. The Contractor shall submit accurate and complete management reports to DMAS at the intervals as specified herein. The Contractor shall demonstrate experience in data accumulation and in writing reports that are well organized, clear, concise and readable by laypersons. All reports, analyses, and/or publications generated under this contract will be the property of the Department.

The Contractor shall provide trip-level and administrative cost data that can be independently verified for purposes of annual rate setting and financial risk corridor payment adjustments.

The Contractor shall provide additional routine and *ad hoc* reports as necessary to monitor and/or assess the RFP (and resulting contract) requirements. These reports shall be provided in a format as agreed upon by the Department and the Contractor. The Department will incur no expense in the generation of such reports. The Department may request *ad hoc* reports to be delivered within 24 hours of request or the next business day, whichever is longer. This timeframe can be extended if necessary depending on the nature of the report.

The Contractor shall make revisions in the content or format of the reports required in this RFP and resulting contract upon request of the Department and without additional charge to the Department. The Department will provide written notice of requested revisions.

If data contained in any of the reports does not meet Contractor performance requirements specified in this RFP, the Department will require that the Contractor develop a Department approved corrective action plan that outlines steps and timeline the Contractor shall implement to improve performance.

Timely receipt of reports may be a prerequisite for authorization of monthly payment to the Contractor. Failure to submit accurate and complete reports by the reporting deadlines may result in the reduction, delay or suspension of payment to the Contractor until the reports are received and approved by DMAS, unless delays have been documented and approved by the Department.

The Offeror shall submit, as part of its proposal, sample reports reflective of the Offeror's proposed reporting technology and abilities; and in following with the requirements described in this RFP.

The Contractor shall:

a. Submit accurate and complete management reports to DMAS at the intervals as specified herein. All reporting errors shall be immediately corrected by the Contractor and resubmitted to the Department.
b. Provide additional routine and *ad hoc* reports as necessary to monitor and/or assess the RFP (and resulting contract) requirements within 24 hours or as specified by DMAS.

c. Assure that monthly reports are cumulative, and have quarterly and annual summaries. Cumulative quarterly reports are included in the monthly as a separate report.
d. Assure that reports shall protect member confidentiality under HIPAA.
e. Receive and reconcile monthly capitation payments from DMAS within 60 days of receipt.
f. Provide trip-level and administrative cost data that can be independently verified for purposes of annual rate setting and financial risk corridor payment adjustments.

SECTION VI MEETINGS

6.1 Kick Off Meeting

The Contractor shall lead an in-person kick off meeting at DMAS within 10 business days of the contract execution date. The purpose of the meeting shall be to introduce the key project staff and to facilitate discussion around contract requirements, dashboard options, and deliverables. The Contractor shall be responsible for preparing the agenda based on input and approval from DMAS and facilitating the meeting. The Contractor should plan for the kick –off meeting to occur during two (2) full business days.

6.2 Operational Meetings

All operational meetings shall occur at DMAS on a frequency determined by DMAS. At a minimum, the Contractor's Director and DMAS' Contract Administrator(s) shall be in attendance. The Contractor shall prepare the agenda with input and approval from DMAS, facilitate the meeting, and provide documentation of action items and decisions made during the meetings within two (2) business days.

6.3 Advisory Committee Meetings

The Contractor shall convene quarterly Advisory Committee meetings. Advisory Committees shall be established in each region of the state: Tidewater, Central, Charlottesville/Western, Roanoke/Alleghany, Southwest, Northern/Winchester. The purpose of the committees shall be to provide guidance and recommendations to DMAS and Contractor on improving the quality of transportation services in the region; sharing regional concerns and issues that arise and offering assistance in finding resolutions, and offering suggestions on process and policy improvements to foster high quality non-emergency transportation services.

Each regional committee shall be comprised of Medicaid members, family members of Medicaid members, representatives of CSBs, AAAs, DMAS, the Contractor, and any other invited stakeholders. Individuals who are invited and accept the invitation to join the committee as a member shall serve a one-year term, which may be renewed. The Contractor shall ensure that CL/FIS Waiver users or their representatives participate in the Advisory Board process.

The Contractor shall submit an agenda to DMAS for approval at least ten (10) days prior to the first meeting and shall include a place on the agenda for open questions and other business or issues from anyone in attendance. The Contractor shall be responsible for all costs associated with arranging and attending the meetings and for maintaining meeting minutes from all mandated meetings in a searchable database.

The Contractor shall:

a. Participate in meetings with the Department or any other groups as necessary to meet the requirements outlined in this Contract, including implementation meetings.
b. At a minimum, meet with DMAS representatives (e.g., management, contract administrator, etc.) monthly, and communicate daily (if needed) to discuss NEMT activities. During these meetings, issues, questions, problems, and project plans shall be addressed. Contractor shall maintain meeting minutes from all mandated meetings in a searchable database.
c. Attend meetings at DMAS' request, as required, such as Medicaid Transportation Advisory Committee (MTAC) meetings and meetings related to coordinating NEMT efforts with other state agencies and

organizations (e.g., local Departments of Social Services, Departments of Health, CSBs, AAAs, regulatory and law enforcement entities, public and private transportation providers, and service providers) to minimize or avoid duplicate efforts and fragmentation of services to NEMT eligible Members.

d. Establish, coordinate, and lead quarterly advisory committee meetings for each region (Tidewater, Central, Charlottesville/Western, Roanoke/Alleghany, Southwest, Northern/Winchester) of the state. Contractor shall ensure diverse representation on regional advisory boards. DMAS will approve in advance all appointments and changes to board members. Board may include CSBs, AAAs, DMAS, NEMT providers, and members, among others.

6.4 Quarterly Provider (Manager/Owner) Meeting

The Contractor shall convene quarterly meetings with owners/managers to discuss regional concerns and issues, NEMT program updates, management training. The Contractor shall submit an agenda to DMAS for approval at least ten (10) days prior to the first meeting for approval. The Contractor shall maintain meeting minutes from all mandated meetings in a searchable database.

DMAS reserves the right to attend any and all meetings. All costs associated with arranging and attending meetings shall be the Contractor's responsibility**.**

6.5 Quarterly Volunteer Driver Meetings

The Contractor shall hold quarterly meetings for volunteer drivers to discuss regional concerns and issues. These meetings can be conference calls and/or WebEx.

The Contractor shall submit an agenda to DMAS for approval at least ten (10) days prior to the first meeting. The Contractor shall maintain meeting minutes from all mandated meetings in a searchable database. All costs associated with arranging and attending meetings shall be the Contractor's responsibility.

SECTION VII OPERATIONS AND STAFFING REQUIREMENTS

7.1 OPERATIONS MANUAL

The NEMT Contractor shall develop and implement a standard Operations Procedure Manual approved by DMAS. At a minimum, the approved manual shall include the following:

- Revision History – ensures document version control.
- Table of Contents – List chapters of the operations manual
- Introduction to the Functional Areas
- Purpose of the Manual
- Department Overview (Objectives and Tasks, Staff Roles and Responsibilities)
- Safety and Security in the Workplace (see 7.8.1)
- Functional Area SLA requirements
- Procedures
- Detailed Workflows
- Step-by-Step procedures
- Screen Captures, if required
- Appendices and Supporting Documents

Quarterly, the Contractor shall submit an updated version of the procedure manual for DMAS' approval. The manual should include any modifications, including an updated revision history section. The Contractor shall make approved changes within thirty (30) business days of approval. All suggested changes shall be submitted electronically to DMAS for review. Revisions shall be denoted using track changes.

7.2 BUSINESS OFFICE LOCATION

The Contractor shall maintain a physical business office in Virginia. The Contractor shall specify staff to be located in the business office, but at a minimum, the Project Director shall be located in the office. The Contractor shall maintain administrative business office hours between 8:00 AM to 5:00 PM Eastern Time Monday-Friday except state holidays and/or days approved in advance by DMAS. The Office shall be sufficiently staffed and supervised during all operating hours.

The Offeror shall describe the geographical locations of its firm at the national, regional, and local levels, as applicable. The Offeror shall identify all locations that will be used to support a resultant contract and the operations handled from these locations (particularly note any Virginia-based locations that will be used). The Offeror shall clearly identify any overseas locations that may be used to support the resultant contract or any related transactions. If any aspect of the Contractors operation is conducted outside of the Commonwealth of Virginia, the Contractor shall pay for air travel and lodging (to include meals) for two DMAS staff to conduct site visits semi-annually.

The Contractor shall maintain detailed and up-to-date records evidencing the administrative costs and expenses incurred pursuant to the contract, the provision of NEMT services under the contract, and complaints for the purpose of monitoring and evaluation by DMAS and other State and Federal personnel. Records shall be stored in an orderly and secure manner.

The Contractor shall provide an answering device to leave messages during the periods any of the offices are closed. The Contractor shall have the capacity to send and receive facsimiles and e-mail at all times.

The Contractor shall provide an administrative telephone number that shall enable DMAS staff to reach the Project Director and key staff directly, without going through the call center staff.

7.3 Call Center Location

The statewide centralized call center shall be located in Norton Virginia. The call center shall operate twenty-four (24) hours per day, seven (7) days a week, including evenings, weekends, and holidays. The Contractor shall provide the capacity for the Department to monitor calls remotely in real time from DMAS offices at no cost to the Department.

7.4 Remote Monitoring

The Contractor must provide the capacity for the Department to monitor all incoming calls, excluding administrative calls in the business office, remotely in real time at no cost to the Department. The Offeror's proposal must include a description of the method that it will provide to enable the DMAS Contract Administrators to perform routine remote and on-sight monitoring of calls under the contract.

The Contractor shall have a dedicated client work space designated for DMAS staff to monitor operational activities of the Contractor. The designated work space shall be located in a private area, be furnished, and have computer and systems access. The designated work space shall be equipped with a phone capable of real time monitoring of all incoming and outgoing calls in the Contractor's reservation, ride assist, and provider line office(s).

7.5 Staffing Plan

The Offeror shall submit a detailed description of its Business Operations Plan including a detailed staffing plan for each operational component of its business operation. DMAS encourages the Offeror to propose staffing plans that mirror industry best practices. Staffing plans should include, but are not limited to, the following:

- A sufficient number of professional and clinical staff, with the necessary knowledge, education, and experience (and license if applicable), to implement and operate the NEMT program.
- Sufficient technical support services staff to ensure timely and accurate processing of system support and maintenance services, reports and requests (i.e., telephone systems, information systems, etc.).
- Sufficient number of staff dedicated to perform quality management and improvement activities.
- Key personnel and dedicated staff designated for the Virginia Fee-for-Service NEMT program.

The Offeror's staffing plan shall include an organizational chart, a detailed description of the types of personnel that shall be hired to handle all NEMT related services as outlined in this RFP, how staff shall be compensated (hourly, wage, temporary, part-time), and how the staff shall be supervised. This section also shall include a description of the Offeror's plan for staff training, including cross training of staff, components and length of training curriculum, a plan for on-going training, and a proposal of a Training Guide and comprehensive Procedures Manuals. The staffing plan must emphasize efficiency and flexibility and demonstrate the Offeror's ability to react to program changes that might affect quality performance.

Key staff shall include:

- Project Director
- Call Center Manager
- Network Development and Reimbursement Manager
- Quality Assurance Manager

The Contractor shall propose additional positions* to manage project functions listed below but not limited to the following:

- Regional Management
- Provider Education
- Program Outreach
- Safety
- Trip Scheduling
- Utilization Review
- Quality Assurance
- Training
- Program Compliance
- Systems and Reporting
- Provider Enrollment

*Program functions can be covered with non-key staff and key staff may carry multiple responsibilities.

Key Staff positions accepted by DMAS in the Contractor's proposal shall become Key Staff positions listed in the SLAs in Section VIII. In the event the Contractor's staff serves similar functions for other contracts not related to this RFP, the Contractor shall adjust the labor costs to reflect percent of time each staff person dedicates to this contract.

Key staff shall be located at the Contractors Central Virginia facility (excluding regional positions).

Note: If there is a loss of a critical management position, a Staffing Transition Plan must be provided to the Department immediately to include a contact list of current staff who are assigned additional duties for the interim period.

The Contractor shall not have an employment, consulting or any other agreement with an individual that has been debarred, suspended, or otherwise excluded by any state or federal agency from the provision of items or services that are significant and material to the entity's contractual obligation with the Commonwealth. The Contractor is required to comply with the List of Excluded Individuals and Entities (LEIE) mandated by OIG-HHS requirements.

The staffing plan for this RFP shall be capable of fulfilling the requirements of this RFP. A single individual may not hold more than one (1) full-time position unless otherwise specified. The minimum staff requirements are as follows:

1. A full-time administrator (Project Director), dedicated 100% to the Virginia Fee-for-Service Transportation Program, tasked with overall responsibility for all aspects, including the coordination and operation, of this RFP. This person shall be at the Contractors officer level and must be approved by the Department, including upon replacement. Said designee shall be responsible for the coordination and operation of all aspects of the contract. The Project Director shall have resource control authority within the organization for commitment of resources and to engage additional resources as needed for the Contractor to meet all contract requirements without service interruption to members.

2. Sufficiently trained and experienced full-time support staff to conduct daily business in an orderly manner, including such functions as administration, accounting and finance, authorizing services, grievance and appeals resolution, and claims processing and reporting, as determined through management and medical reviews.
3. Full-time IM Project Director during the implementation phase with responsibility for building interfaces, modifying systems, testing, and readiness reviews. Once implemented, IT staff as necessary to support on-going operations and systems changes.
4. NEMT network development and reimbursement manager whose primary duties include development and implementation of the Contractors on-going strategies to increase NEMT provider participation (including fixed-route transportation and alternate transportation) and to perform other necessary NEMT provider relations activities, including training.
5. Sufficient technical support services staff to ensure timely and accurate processing of system support and maintenance services, reports and requests (i.e., telephone systems, information systems, etc.).
6. The Contractor shall maintain sufficiently trained and experienced staff to manage and maintain the Virginia call center. Sufficient number of staff dedicated to perform training, quality management and improvement activities.
7. Other trained and experienced staff required that may be needed to support the operations required under this contract.

The Offeror's staffing plan must include the materials and methods used (on-going) for training staff, including the handling of the call line and other telephone inquiries. The Offeror shall provide copies of all training materials and a description of methods used for training staff with this RFP submission and annually thereafter. Offerors may submit training materials in electronic format on a flash drive or CD. Offerors are responsible for properly documenting files to facilitate ease of location of files during evaluation. The Department reserves the right to request paper copies.

The Contractor shall identify in writing the name and contact information for the Project Director at the implementation of the program. Key contact persons also shall be provided for Accounting and Finance, Supervisors, and Information Systems within 30 calendar days of program implementation. The Department reserves the right to require the Contractor to select another applicant for any of these positions. The Contractor must notify the Department in writing of any changes in key staff persons during the term of this contract in writing within ten (10) business days of any change. These changes shall be reported when individuals either leave or are added to these key positions.

If any member of the project management team, as identified in the Contract, becomes unavailable for any reason, the Contractor shall submit to the Department the resume of the proposed replacements, and offer the Department the opportunity to review the qualifications of the proposed applicant. If the replacement applicant is not acceptable to the Department, the Department reserves the right to require the Contractor to select another applicant. DMAS will have the right to advance notice of any changes in the above positions, as well as the right to review and approve candidates for Key Staff roles. DMAS may only disapprove/reject Key Staff candidates for objective and legal (i.e., non-discriminatory) reasons.

Failure to maintain the required staffing level to meet contract requirements may result in a reduction in the Department's reimbursement to the Contractor. In addition, all increases and reductions in staffing levels (e.g., management level positions) may only be made with the prior approval of the Department. Reductions in staffing may result in a loss of revenue for the Contractor. The Contractor shall not maintain positions deemed nonessential for the purpose of maintaining the current reimbursement level.

The Offeror shall provide the Department with an organizational chart showing the staffing and lines of authority for the key personnel. The organizational chart should include (1) the relationship of service personnel to management and support personnel, (2) the names of the personnel and the working titles of each, and (3) any proposed subcontractors including management, supervisory, and other key personnel. It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart that outlines the team proposed for this project. The organizational chart shall be updated when there are significant staff changes and submitted to DMAS on an annual basis.

Job descriptions for all key staff on the project including qualifications, experience and/or expertise required shall be included. Resumes limited to two pages shall be included for key personnel. The resumes of personnel proposed shall include qualifications, experience, and relevant education and training.

Offerors shall describe in their proposals the turn-over rate in the last two (2) years at various staffing levels, such as management, middle operations management, customer service representatives, call center management, and other key positions that would be required to fulfill the requirements outlined in this contract.

DMAS reserves the right to direct the Contractor to remove any staff from this contract if DMAS determines it to be in the best interest of the contract and of the state.

7.6 CUSTOMER SERVICE REPRESENTATIVES (CSRS)

The Contractor shall screen, train and supervise a sufficient number of customer service staff to maintain the call center during normal and peak times. The Contractor shall ensure that personnel are fully trained and knowledgeable about Virginia Medicaid standards and protocols. The Contractor should select representatives who are able to best serve member populations covered under this RFP.

The Contractor must seek high quality customer service staff with the following capabilities:

- Enthusiasm and professionalism about the role they will play in providing customer service to the Medicaid population and/or representatives.
- Good interpersonal and communication skills, including extensive customer service skills.
- Ability to quickly learn the accurate factual information that will be conveyed, and a readiness to use materials to research and resolve caller inquiries.
- Awareness of confidentiality and HIPAA guidelines.
- Ability to use multiple computer systems to access and input data.

In addition, the Contractor shall recruit, hire and train customer service staff who shall, at a minimum:

- Produce a system of call content documentation, capturing all aspects of the call transaction.
- Provide a highly effective and responsive operation in handling complaints/grievances.
- Provide professional, prompt and courteous services to individuals and view quality customer service as a high priority. Greet all callers and identify them by name when answering. Treat all individuals with dignity and respect and ensure each individual's right to privacy and confidentiality.
- Promote the delivery of services in a culturally competent manner to all individuals including those with limited English proficiency and diverse cultural and ethnic backgrounds.
- Provide access to a native speaking representative or to telephone based translation services. The Contractor shall ensure that enrollee language needs are addressed. This applies to all non-English

speaking individuals and is not limited to prevalent languages. Contractors are encouraged to have at least two (2) front-line Spanish-speaking staff in-house.
- Effectively communicate with individuals, including those with special health care and communication needs such as hearing/speech impairments, interpreter services, etc.
- Exercise sound judgment and act responsibly and professionally in stressful or unpleasant situations.
- Assist individuals in the resolution of problems relating to the accessibility of transportation services, including but not limited to, identifying provider issues, language barriers and special needs or disability accessibility issues.
- Provide information on how and when to access the Department's grievance/appeals departments.
- Offer all callers the opportunity to participate in a customer satisfaction survey via an interactive voice response system and report responses to DMAS.

7.7 LICENSURE

The Contractor shall assure that all persons, whether they are employees, agents, subcontractors, providers or anyone acting for or on behalf of the Contractor, are legally authorized to render services under applicable state law and/or regulations. The Contractor shall ensure that personnel who are professionally licensed or certified are required to keep licensure and/or certifications current and provide proof of continued licensing and/or certification to the Commonwealth within one (1) month of current licensure/certification expiration. Failure to adhere to this provision shall result in corrective action and the Department may terminate this RFP for cause as described in Section 20.6 of this RFP.

7.8 STAFF TRAINING

Because Call Center Performance is critical to the success of this contract, the Offeror shall describe in detail how it will train staff to perform their duties accurately and efficiently and how it will monitor performance standards.

The Contractor shall develop and maintain an extensive training program for new and experienced employees. Training modules must include all populations served in programs managed under this contract. Training shall emphasize that all callers be treated with dignity and respect, and be sensitive to the caller's need for privacy.
The training program shall:
- Provide all staff with the knowledge, skills and system capabilities they require to be effective and responsive to caller inquiries.
- Be written and comprised of three components: educational objectives, training modules, which, at a minimum, shall include a Customer Service training module for all populations, and a schedule that details each training element.
- Provide online reference tools where staff can access up-to-date resource information.

The Offeror's proposal must describe in detail the proposed staffing plans, training plans, policies and procedures.

7.8.1 Safety and Security in the Workplace

DMAS takes the safety and wellbeing of all Contractor employees very seriously. The Offeror, in response to this RFP, shall provide DMAS with internal policies and procedures that address workplace safety and

security. The policies and procedures shall include, but not be limited to, staff training on personal safety, threatening phone calls, personal threats, workplace violence, bomb and/or terrorist threats and/or attacks, and security. Policies and procedure must include the timeframe for DMAS notification of the event.

7.9 Program Integrity Requirements

7.9.1 Prevention/Detection of Provider Fraud and Abuse

The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected instances of fraud and abuse. Such policies and procedures must be in accordance with Federal regulations described in 42 CFR Parts 455 and 456. The Contractor shall have adequate staffing and resources to investigate unusual incidents and suspected instances of fraud and abuse and to develop and implement corrective action plans to assist the Agency in preventing and detecting potential instances of fraud and abuse.

7.9.2 Fraud and Abuse Compliance Plan

a. The Contractor shall have a written Program Integrity Compliance Plan. The Contractor's plan shall include all Contractor's policies and procedures including but not limited to; defining how the Contractor shall identify and report suspected fraud and abuse by members, by network providers, by subcontractors and by the Contractor staff; describe the monitoring tools and controls used to protect against theft, embezzlement, fraudulent marketing practices, or other types of fraud and program abuse; and shall describe in detail a comprehensive strategy for monitoring and preventing fraud, waste and abuse. This written plan shall be in an easily retrievable and editable electronic format, maintained by the Contractor, and approved by the Department as an annual Contract submission. The Plan must additionally describe the type and frequency of training provided to prepare staff to detect fraud. All fraudulent activities or other program abuses shall be handled subject to the laws and regulations of the Commonwealth of Virginia and/or Federal law and regulation.

   The Department shall provide notice of approval, denial, or modification to the Contractor within 30 calendar days of annual submission. The Contractor shall make any requested updates or modifications following the DMAS approved review and approval process outlined in this RFP within 30 calendar days of a request. At a minimum the written plan shall:

   i. Ensure that all officers, directors, managers and employees know and understand the provisions of the Contractor's Program Integrity Compliance Plan;
   ii. Contain procedures designed to prevent and detect potential or suspected abuse and fraud in the administration and delivery of services under this contract;
   iii. Include a description of the specific controls in place for prevention and detection of potential or suspected abuse and fraud, including but not limited to:
      1. Claims edits;
      2. Post-payment and prepayment review of claims;
      3. Provider profiling and credentialing;
      4. Service authorization;
      5. Utilization management;
      6. Relevant subcontractor and provider agreement provisions;
      7. Written provider and member material regarding fraud and abuse referrals.

iv. Contain provisions for the confidential monthly reporting by members, NEMT providers, staff personnel and subcontractors of any Plan violations identified to the Department's designated person.
v. Contain provisions for the investigation and follow-up of any compliance plan reports;
vi. Ensure that the identities of individuals reporting violations of the plan are protected;
vii. Require that any provider or Member confirmed or suspected of Program fraud and abuse as defined under state or federal law or under the terms of this contract be reported to the Department;
viii. Require that no individual or entity who reports Plan violations or suspected fraud and abuse is subjected to retaliation.

b. The Contractor shall designate an officer or director in its organization who has responsibility and authority for carrying out the provisions of the Program Integrity Compliance Plan.
c. The Contractor shall report incidents of potential or actual fraud and abuse to the Department within 2 business days of initiation of any investigative action by the Contractor or within 2 business days of Contractor notification that another entity is conducting such an investigation of the Contractor, its NEMT network providers, members, or Contractors staff. (Attachment XIII). All reports shall be sent to the Department in writing and shall include a detailed account of the incident, including names, dates, places, and suspected fraudulent activities. In addition, the Contractor shall provide a comprehensive annual report to the Department of all incidents of potential or actual fraudulent activity and results (Attachment XIII).
d. The Contractor shall fully cooperate and comply with all fraud and abuse investigation efforts by the Department and other State and Federal entities.
e. All cases where fraud is suspected or detected shall be referred to the Department prior to the initiation of any actions or recoupment efforts. The Contractor shall provide support to the Department on matters relating to specific cases involving prevention or detection of suspected fraud.
f. Any recovery, in whole or in part, or penalty recovered through the investigative efforts or litigation by the Medicaid Fraud Control Unit related to fraudulent provider conduct will be returned to the Commonwealth and remain in the possession of the Commonwealth.

The Contractor shall make readily available in electronic format monthly all provider recoupment. Contractor shall notify the Department for approval of NEMT provider recoupment amounts exceeding $2,000. For recoupment amounts under $2,000 the Contractor shall notify the Department if a problem is identified with the recoupment.

SECTION VIII QUALITY REVIEW AND PERFORMANCE STANDARDS AND PENALTIES – SERVICE LEVEL AGREEMENTS

For purposes of this RFP, "Quality" defines a level of service that accomplishes the following objectives:

- Provides safe, timely and high quality professional transportation services to members
- Provides accurate and timely information to all stakeholders
- Meets or exceeds performance standards established in the Service Level Agreements (SLAs)
- Provides prompt and accurate payment to providers for services
- Minimizes member service complaints with timely resolutions.

The Contractor shall meet or exceed all of the Service Level Agreements (SLAs) in this RFP during the term of the contract. The SLAs are itemized in the Table below. The reports required to measure performance against SLA standards are outlined in Attachment XIII of this RFP.

8.1 MONTHLY STANDARDS

The Contractor shall meet or exceed the performance standards below each month during the term of the contract.

Operational Task	Service Measure	Performance Standard	Penalties
Call Center Operations	Abandoned Calls	5% or less measured each month	Deficiencies: 1st = $5,000 for each full percentage point above 5% per month per queue 2nd = $10,000 for each full percentage point above 5% per month per queue 3rd (and each month thereafter) = $15,000 for each full percentage point above 5% per month per queue
	Wait Time	90% of calls should be answered by a live voice within 120 seconds measured each month	Deficiencies: 1st = $5,000 for each full percentage point below 90% per month per queue 2nd = $10,000 for each full percentage point below 90% per month per queue 3rd month (and each month thereafter) = $15,000 for each full percentage point below 90% per month per queue
	Blocked Calls	0% of calls will be blocked measured each month	Deficiencies:

Operational Task	Service Measure	Performance Standard	Penalties
			1st = $5,000 for each full percentage point above 0% per month per queue 2nd = $10,000 for each full percentage point above 0% per month per queue 3rd (and each month thereafter) = $15,000 for each full percentage point above 0% per month per queue
	Hold Times	The average hold time for calls shall not exceed three (3) minutes measured each month	Deficiencies: 1st = $5,000 for each 10 seconds over 3 minutes per month per queue 2nd = $10,000 for each 10 seconds over 3 minutes per month per queue 3rd (and each month thereafter) = $15,000 for each 10 seconds over 3 minutes per month per queue
Vehicle Safety—All vehicles providing NEMT services must be fully compliant with vehicle requirements. Non-compliant vehicles must be removed from service until re-inspection.	Contractor Inspection Reports and/or DMAS field inspections.	100% of non-compliant vehicles removed from service.	$500 per day for all vehicles known to have been non-compliant and allowed to provide service.
Hospital Discharges—Members being discharged from hospitals or emergency departments shall be picked up within three (3) hours of receipt of the request from the member, member's representative or hospital staff. There will be an additional penalty assessed for each hour over the three (3) hour requirement.	Contractor shall report number of discharges, time of notification and time of pickup monthly.	95% on-time pickups measured each month	Graduated Penalty each month: 95% or higher = no penalty 90% to 94.9% = $10,000 penalty 85% to 89.9% = $15,000 penalty 84.9% or below = $20,000 penalty Additional Penalty $5,000 per hour beyond the three (3) hour requirement.

Operational Task	Service Measure	Performance Standard	Penalties
Same-Day non-emergency urgent care needs— Member must be picked up within one (1) hour of trip verification or the determined pick-up time so the member is not late to the urgent appointment	Contractor shall report number of requests, time of verification (pick-up time) and time of pick up monthly	95% on-time pickups measured each month	Graduated Penalty each month: 95% or higher = no penalty 90% to 94.9% = $10,000 penalty 85% to 89.9% = $15,000 penalty 84.9% or below = $20,000 penalty
Recurring Appointments— Members traveling to dialysis, chemotherapy, and critical care appointments shall be dropped off no more than 15 minutes late for appointments	Contractor shall report number of late drop offs for dialysis, chemotherapy, and critical care appointments	95% on-time drop offs measured each monthly	Graduated Penalty each month: 95% or higher = no penalty 90% to 94.9% = $10,000 penalty 85% to 89.9% = $15,000 penalty 84.9% or below = $20,000 penalty
Unfilled Trips—Trips not fulfilled by provider	An unfulfilled trip is an eligible trip that is: • Not fulfilled (provided) due to a "Provider No Show" • Not fulfilled (provided) as a result of the Contractor having "No vehicle available" to transport the member, or • Not fulfilled (provided) as a result of the Contractor having "No provider willing to transport" the member, or • Any other similar inability of the Contractor to secure an NEMT provider to transport the member at the scheduled time	Unfilled Trip Rates will be evaluated using the DMAS adjusted rates. Graduated penalties are based on the number of unfilled trip legs reported each month.	Graduated Penalty: 0.25% or less = no penalty 0.26% to 0.50% = $10,000 penalty 0.51% to 0.75% = $15,000 penalty 0.76% to 0.99% = $20,000 penalty 1.0% or over = $25,000
Incidents and Accidents—Timely notification to DMAS of incidents and accidents and injuries within 24 hours; and incidents and accidents	Contractor shall report incidents and accidents in accordance with contract requirements.	100% of incidents and accidents reported to DMAS within required timelines.	$5,000 per occurrence for all incidents ***with injuries*** and accidents known to Contractor but not reported to DMAS within required timelines.

Operational Task	Service Measure	Performance Standard	Penalties
without injuries within 48 hours.			$2,500 per occurrence for all incidents ***without injuries*** and accidents known to Contractor but not reported to DMAS within required timelines.
Driver Training Requirements—The Contractor shall ensure drivers receive required new-hire training and required annual training	The Contractor shall provide all required training as outlined in the contract.	The Contractor shall provide a monthly roster of all training completed.	$2,500 per driver for each calendar day that a driver is not in compliance with the driver standards
Complaints—Combined complaints by members, facilities and providers (excluded rider no show and rider late) shall not exceed 0.85% of total trips per month.	Measured each month by Operations Report	Complaints shall be 0.85% of total net (assigned less canceled) trips measured on a monthly basis.	Graduated Penalties: 0.85% or lower = No penalty 0.86% to 0.90% = $10,000 penalty 0.91% to 0.95% = $15,000 penalty 0.96% to 1.00% = $20,000 penalty
Prompt Payment—All clean claims for transportation services or reimbursement received from NEMT providers shall be paid by the Contractor, in accordance with Virginia Prompt Pay Act and regulations (adjudicated within 30 calendar days of the date of receipt).	Data measured each month from aging report	99% of all clean claims shall be adjudicated within 30 calendar days of the date of receipt 100% of all clean claims shall be adjudicated within 60 calendar days of the date of receipt	$1,000 penalty for each claim paid at 61 days or older
Encounter Data	Submit complete, timely, and accurate encounter data as specified in the Department's Data Quality Scorecard.	Encounter data must be submitted to the Department within 48 hours of the Contractor's payment cycle (10.1.e). Beginning the 31st day after the date of the notice of non-compliance by Department the penalty will be implemented (10.1.12).	$5,000 per calendar day beginning the 31st day until DMAS has determined that the non-compliance has been cured.
Staff—Key staff positions	100% key staff positions maintained	100% of key staff positions shall be maintained, with no more than 90 days for recruitment.	$250 penalty for each day over 90 days that positions aren't filled
Reports—Operational report shall be received monthly, for the previous	Monthly receipt of report	100% of monthly reports shall be provided to DMAS within required timeframes.	$500 penalty per day/per report that is late

Operational Task	Service Measure	Performance Standard	Penalties
calendar month, by close of business, Eastern Standard Time, no later than the 15th day of the month or next open business day if the 15th day is a holiday.			

8.2 ANNUAL STANDARDS

The Contractor shall meet or exceed the performance standards below on a semi-annual basis (every 6 months) during the term of the contract.

Operational Task	Service Measure	Performance Standard	Penalties
Survey requirements: members, facilities, other service providers, and NEMT providers. Broker must ensure a clean, unaltered copy of survey results are delivered directly to DMAS and contractor simultaneously.	Schedule for delivery of reports no later than twelve (12) months after contract implementation and every annually afterwards. A required satisfaction rate will be mutually agreed upon following the baseline results of the first survey.	100% on time delivery to DMAS of Satisfaction Survey Report results; and a satisfaction rate increase from the preceding annual satisfaction survey rates. (Contractor shall submit an Action Plan for decreases in the satisfaction rate from the previous annual survey).	$2,500 for failure to provide an acceptable survey as required

8.3 APPEALS STANDARDS

Operational Task	Standard	Penalties
Member Appeals to DMAS Appeals Summaries	Failure to submit enrollee appeals summaries	Default caused by the Contractor shall subject the Contractor to damages on the member's full claim on appeal, together with any costs or legal fees assessed by the Hearing Officer or Court or as part of a negotiated settlement between DMAS and the member due to the default.
Member Appeals to DMAS Attend or Defend	Failure to attend or defend the Contractor's decisions at enrollee appeal hearings or conferences	Default caused by the Contractor shall subject the Contractor to damages on the member's full claim on appeal, together with any costs or legal fees assessed by the Hearing Officer or Court or as part of a negotiated settlement between DMAS and the member due to the default.

Reductions in capitation payments shall not impact the rates the Contractor pays to NEMT providers. The Contractor shall submit monthly reports in a format mutually agreed upon with DMAS that details performance following the reporting schedule outlined in Attachment XIII of the RFP. Furthermore, the Contractor shall agree to allow DMAS to perform quality audits as deemed necessary by DMAS.

The Department shall not be entitled to receive penalties if any failure to meet a Performance Standard is directly and solely attributable to (i) a force majeure event or (ii) actions or omissions of the Department or a breach by the Department of this contract.

In the proposal, the Offeror shall submit a Quality Assurance Plan that outlines how the SLAs shall be monitored and achieved. The plan shall include training of the staff charged with service delivery, oversight of the staff by management, and accurate coding and reporting of performance data. The plan also shall include quarterly review of all policy and procedure manuals, training materials, and other service documentation to assure that these are up to date. The plan also shall include specifics of a provider incentive program.

The Contractor shall:

a. Develop and implement a monitoring system and quality assurance plans.
b. Provide quarterly administrative oversight for monitoring & quality assurance.
c. Develop a quarterly review process for all policies and procedures, and all documentation and web-based information resources. All information will be reviewed and approved by DMAS prior to dissemination and upon revision.
d. Contractor shall develop, and submit for DMAS approval, a provider incentive program that is performance based.

SECTION IX SURVEY

The Contractor shall subcontract with a third party vendor to conduct an independent annual survey of members, providers and facilities. The Contractor shall submit the survey methodology and questions to DMAS for approval prior to conducting the survey. The results shall be reported to DMAS.

a. The member satisfaction survey shall inquire about ease of scheduling trips, timeliness of services, non-emergency transportation provider courtesy, among other topics.
b. The facility satisfaction survey shall inquire about ease of scheduling trips, timeliness of services, non-emergency transportation provider courtesy, among other topics.
c. The provider satisfaction survey shall inquire about adequacy of training, communication with Contractor, and timeliness of reimbursement, among other topics.
d. A separate survey shall be conducted of the CL/FIS waivered members care givers and facilities, per DOJ. The Contractor shall periodically sample survey transportation users to assess user satisfaction and to identify problems.

The Contractor also shall develop an interactive voice response system survey that offers all callers the opportunity to participate in a customer satisfaction survey and report responses to DMAS.

The Contractor also shall conduct focus groups with the CL/FIS Waiver population, in order to identify problems.

The Offeror shall submit, as part of its proposal, sample surveys and response analysis in following with the requirements described in this RFP.

SECTION X IT/SYSTEM SUPPORT

Contractor Requirements:

a. Contractor shall participate in the Department-directed Risk Assessment and be prepared to present artifacts describing security controls that minimally includes SOC2 reports.
b. Contractor shall provide a SEC 525-02 compliant System Security Plan, utilizing a SSP-template provided by the Department, describing how the Department's data is secured. The plan shall be updated annually and provided to the Department's ISO or Internal Auditor for review as required by audit.
c. Contractor shall fully comply with all current and future requirements in: VITA COV SEC525-02 IT Information Security Standard; VITA COV SEC502-02.2 IT Security Audit Standard; VITA COV SEC 514-03 Removal of Commonwealth Data from Electronic Media Standard; and, VITA COV SEC 520-00 IT Risk Management Standard. All VITA Security Policy, Standards and Guidelines are published on the internet at http://vita.virginia.gov/.
d. Contractor shall protect the Department's records in accordance with obligations defined by applicable Virginia statutes, including, but not limited to, the "Government Data Collection and Dissemination Practices Act" Code of Virginia § 2.2-3800, "Administration of systems including personal information; Internet privacy policy; exceptions" Code of Virginia § 2.2-3803, the "Virginia Freedom of Information Act" § 2.2-3700, et seq.; and by all applicable federal laws.
e. The Department, the U.S. Department of Health and Human Services (HHS) Office of the Inspector General, the HHS Centers for Medicare and Medicaid Services, the Auditor of Public Accounts, and other state and federal auditors, or any of their duly authorized representatives shall have access to any books, annual reports, SSPs, management's report on internal control over financial reporting, SSAE No. 16 Service Organization Controls audit reports, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors. Access to records includes any records that are stored offsite. No records shall be stored outside of the Country. Records must be provided for review at no cost to the Department.
f. The Departments' sensitive data (PHI) shall not be stored on Contractor database unless that database system solution supports and maintains encryption at rest.
g. Contractor databases must enforce TLS 1.2 security for all incoming/outgoing connections with the Department.
h. Database encryption requires 256 bit (minimum) encryption (AES preferred).
i. Encryption keys shall be a minimum of 2048 bits.
j. Database encryption techniques must be FIPS 140-2 certified or later.
k. The Department is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1998 as amended and as such the Department and its contractors must comply with all state and federal regulations with regards to the handling, processing, or using the Departments PHI and ePHI including, but not limited to, the Omnibus Privacy and Security Rule at 45 CFR Parts 160 and 164(2013) and as set forth in the Business Associate Agreement between the Department and the Contractor. The Department has incorporated in its security policy, best practices contained in The Centers for Medicare and Medicaid Services Minimum Acceptable Risk Standards for Exchanges (MARS-E v2.0).
l. Cloud Service providers shall comply with the additional requirements of the Hosted environment information security standard SEC525-02.
m. In the event of conflict between applicable standards i.e. HIPAA, VITA SEC 501.09.1, VITA SEC52502, CMS MARS-E the more stringent of the controls shall apply.

10.1 Connectivity and Data Requirements

10.1.1 General Requirements

a. The Contractor shall meet all data requirements as defined by the Department. All data shall be transmitted in a HIPAA-compliant manner. The Department will require all data to be submitted based on Uniform Data Specifications that will be described by the Department in future guidance. This guidance will include, but will not be limited to, EPS companion guides, EDI Procedure Manual, NEMT Encounter Technical Manual, NEMT Data Quality Scoreboard (Attachment XXII), or other documents that refer to this section. All deadlines and schedules for data submissions shall be as set forth in this agreement, unless a later date is agreed to between the parties.

b. The Department may require any data inclusive or relevant to the members from the Contractor within 60 days' notice, in accordance with the format, mode of transfer, schedule for transfer, and other requirements detailed by the Department in its supporting documentation. All supporting documentation may be modified at the discretion of the Department, and the Contractor shall have 60 days from the date of the document's modification to comply. As described by the Department in its supporting documentation, the Contractor shall successfully exchange all required data with the Department no later than 180 days after the start of the contract. For newly required data, the Contractor shall have 60 days to implement the exchange of each data set as specified by the Department. The Contractor shall produce any required or requested data according to the specifications, format, and mode of transfer established by the Department, or its designee, within 60 days of notice.

c. The Contractor shall transmit all data files in the format described in the Uniform Data Specifications guidance including, but not limited to the following:
    1. All encounter data;
    2. Financial data and reports for payments to providers contracted to provide services to members;
    3. Provider network data for any providers eligible to provide services to members.

d. The Department also may require additional data sets, which shall be defined in supporting documentation at the time requested. The Contractor shall have 60 days from the date of the request to provide such requested additional data, which may include, but is not limited to, the following:
    1. Trip information pertaining specific demographics
    2. Customized reports required by state or federal agencies
    3. Medical or trip verification data

e. The Contractor shall disclose its payment cycle schedules to the Department and notify the Department immediately of any changes to the payment cycle. The Contractor shall provide prior notification to the Department of any anticipated changes that may have an impact on the substance or process of data exchanges between the parties, and shall engage with testing in order to ensure continuity of existing data exchanges.

f. The Contractor shall:
    1. Participate in user acceptance testing with the Department in order to measure the level at which the test submissions meet data and data quality requirements before routine submissions from the Contractor begin.
    2. Ensure that the Contractor's data can be individually linked to Department data at the record level (e.g. Contractor data on members can be linked to the Department's unique member identifier).
    3. Provide any reports on required data as requested by the Department.

10.1.2 Data Quality Strategic Plan Requirement

The Department has developed a Data Quality Scorecard (Attachment XXII) that includes Contractor NEMT data quality performance measures. The Data Quality Scorecard may include up to 40 data quality performance measures, and performance by the Contractor on the scorecard will be communicated consistently by the Department to the Contractor.

The Contractor shall provide the Department with an annual data quality strategic plan that addresses:

a. The Contractor's plan for ensuring high quality data that complies with the Department's standards for accuracy, timeliness, and completeness as described in the Data Quality Scorecard or other supporting documentation;
b. Plans and timelines for improving performance on the metrics in the Data Quality Scorecard;
c. Procedures and automated checks in the Contractor's systems to ensure quality control.

10.1.3 Encounter Data

The Contractor shall submit encounter data for all services to members for which the Contractor incurred a financial liability, and shall include claims for provided services that were eligible to be processed, but where no financial liability was incurred (e.g. denied claims). The Department, or its designee, may investigate suspected encounter data quality issues including, but not limited to, deviations:

a. in trip volume;
b. in service date lag time benchmarks;
c. in EDI failed transaction; and
d. between encounter reconciliation report and encounter data.

The Contractor shall meet all encounter reporting requirements as defined by Departments Uniform Data Specifications. The Contractor's Systems shall generate and transmit encounter data files according to additional specifications as may be provided by the Department. The encounter data sent to the Department and the associated response files/reports back to the Contractor will be accomplished using GoAnywhere Managed File Transfer (MFT) as the transport vehicle. The Department will provide technical assistance to the Contractor for developing the capacity to meet encounter reporting requirements.

As part of the Contractor's Data Quality Strategic Plan, the Contractor shall:

a. Collect and maintain 100% encounter data for all covered services provided to members, from all the data sources.
b. Produce encounter data according to the specifications, format, and mode of transfer established by DMAS, or its designee, in consultation with the Contractor. Such encounter data shall include elements and level of detail determined necessary by the Department's Uniform Data Specifications.
c. Submit complete, timely, reasonable and accurate encounter data to the department within five (5) business days from the Contractor's payment cycle and as defined by the Department in its supporting documentation including, but not limited to, the Data Quality Scorecard, which shall include:
    1. Metrics that measure completeness, timeliness, and accuracy of the data;
    2. Benchmarks that describe whether the Contractor's data quality meets the Department's requirements.
    3.
d. Submit the encounter data in the EDI X12 837P format specified by the Department; the encounter data shall include required data elements, and meet other submission requirements as detailed in the Uniform Data Specifications.
e. Correct and resubmit encounters that result in fatal or rejected errors based on Department's encounter processing requirements defined in the Data Quality Scorecard.

f. Report, as a voided claim in the encounter data submission, any claims that the Contractor pays and then determines should not have paid.
g. If DMAS or the Contractor determines at any time that the Contractor's encounter data is not complete and accurate, the Contractor shall:
    1. Notify the Department, as soon as it is discovered, that the data is not complete or accurate, and provide an action plan and timeline for resolution.
    2. Participate in a validation review to be performed by the Department, or its designee. The Department or its designee shall determine whether the Contractor is financially liable for such validation review.

10.1.4 Data Certifications

All Contractor encounter submissions are required to be certified. The Contractor shall keep track of every encounter submission and the tracking number assigned to each. At the end of each calendar month, the Contractor shall report this data to the Department with the required certification. The required certification and reporting mechanism will be defined in the Contract. The Encounter Certification form shall be signed by the Contractor's Chief Financial Officer, Chief Executive Officer or a person who reports directly to and who is authorized to sign on behalf of the Chief Financial Officer or Chief Executive Officer of the Contractor.

10.1.5 Interface and Connectivity to the Virginia Medicaid Management Information System (VaMMIS) and Medicaid Enterprise System (MES)

The Contractor's interface with VaMMIS/MES shall include, but not be limited to, receiving Medicaid participant enrollment information in HIPAA standard EDI X12 834 format or in a format otherwise specified by the Department; the submission of encounter data in the HIPAA standard X12 Standard 837P; and receiving monthly capitation payments in the HIPAA standard X12 820 format. All Contractor staff shall have access to equipment, software and training necessary to accomplish their stated duties in a timely, accurate, and efficient manner. The Contractor shall supply all hardware, software, communication and other equipment necessary to meet the requirements of the contract. The Contractor shall allow sufficient time for installation, configuration, and testing of the data line and associated equipment prior to production. Any expense, including equipment, services, etc., incurred in establishing and maintaining connectivity to consume or transfer data required by this contract shall be the responsibility of the Contractor. The Contractor shall be responsible for ensuring that bandwidth is sufficient to meet the performance requirements of the NEMT Contract. The Contractor shall be granted access to the DMAS web portal used for submission and receiving of X12 standard data files and other non-X12 data files as determined during the testing timeframe. This access will be through the secured web portal maintained by DMAS and production access will be granted after a testing process has been completed. Additional information may be found at https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/EDISupport.

Initially the Contractor shall be granted access to VAMMIS through the web portal (https://www.virginiamedicaid.dmas.virginia.gov) with an ACF2 secure sign on. This will enable the Contractor to view eligibility and pertinent VAMMIS data as deemed necessary by DMAS. The Contractor's Help Desk employees supporting this contract must have access to the Internet. The Department will ensure the Contractor and their staff individuals receive VAMMIS. Access will change once MES solutions are implemented.

10.1.6 Future Data Exchanges

The Commonwealth of Virginia, Department of Medical Assistance Services (DMAS) is replacing its Virginia Medicaid Management Information System (VAMMIS) with a Medicaid Enterprise System (MES). During this period there will be a transformation where the transportation Contractor shall exchange data through an integrator.

The integrator or Integration Services Solution (ISS) contractor will establish a secure data exchange between the Contractor and application modules. The ISS contractor will provide a master integration plan and oversee the service oriented architecture (SOA) and environments, and the Commonwealth will implement a State-run Encounter Processing Solution (EPS) supporting the MITA business processes framework.

The Contractor shall have the ability to produce/consume Simple Object Access Protocol (SOAP), Representational State Transfer (RESTful) web services. The ISS Contractor will exchange with the DMAS EDI Gateway information that is needed to support any electronic standard healthcare transactions that are mandated by DMAS and any other transactions required to operate its solution. The ISS Contractor shall send and accept batch and real-time representations of applicable HIPAA mandated and other standard health care transactions supporting a variety of formats, including but not limited to X12, NCPDP, XML, and JSON formats. The ISS contractor will be the source to consume or retrieve data for the transportation Contractor's data requirements.

Offerors are encouraged to download the MES Procurement RFP available at http://www.dmas.virginia.gov/Content_pgs/RFP_Business_Oppurtunity.aspx for a more complete understanding of the transition from a traditional MMIS to a Medicaid Enterprise System.

The Contractor shall establish and maintain the ability to exchange EDI transactions with DMAS' fiscal agent. These transactions may include, but are not limited to the 837P, 834, 820, 835 and 270/271 real-time and batch. All EDI HIPAA compliant transactions must conform with current DMAS Trading Partner agreement requirements and industry standards, and where applicable are required to meet the HIPAA Security standards for electronic protected health information. The Contractor must be able to transfer files via secure File Transfer Protocol (FTP) utilizing existing procedures already established by DMAS' fiscal agent. The Contractor shall post 837P files based on a predetermined schedule. The Contractor shall comply with all technical procedures and coding requirements as documented in the Virginia DMAS Transportation EDI Companion Guide. The Contractor shall maintain and test upgrades to EDI formats as required by DMAS.

10.1.7 Member Eligibility Updates

The Contractor shall be able to accept and process data files of NEMT eligible members from DMAS' fiscal agent on a daily or weekly basis. The Contractor is expected to access and interpret the data without additional cost to DMAS. DMAS will provide the Contractor with a minimum 60-calendar day advance notice prior to the date of implementation of any changes in access or format. Eligibility data is communicated to the current transportation Contractor via a HIPAA compliant 834. The Contractor must submit and pass a testing phase for all electronic transactions before production files will be allowed to be posted or retrieved.

For each file provided, the Contractor shall apply all demographic and date-specific eligibility updates to their member database. The Contractor shall maintain historical (effective dates) eligibility information in their member database. When provided, the Contractor shall accept and apply retroactive eligibility changes within their database.

10.1.8 Encounter Processing

Any payment information from the Contractor that is used for rate setting purposes (e.g. any encounter data) or any payment related data required by the State must be certified as accurate and complete with the signature of the Contractor's Chief Financial Officer, Chief Executive Officer, or a person who reports directly to and who is authorized to sign for the Chief Financial Officer or Chief Executive Officer of the Contractor. Each month, the Contractor shall complete the Encounter Data Certification Form (supplied by DMAS at contract signing) and submit it to DMAS (Attachment XIII). This Certification attests to the accuracy and completeness of the encounter data submitted. The Contractor shall provide documentation and reporting for each encounter submission that effectively reconciles the encounter submission to the payments and processing of claims in the Contractor's transportation database.

The encounter data received from the Contractor is assigned a Transaction Control Number (TCN) and an EPS file ID and will be processed by the EPS. The EPS applies a series of edits in order to verify the integrity and/or quality of the submitted encounter data. The Department will provide the Contractor with proprietary summary, error and detail reporting identifying the type and number of edits assessed. The Contractor shall correct previously submitted encounters with errors using the standard 837-P adjustments and must be submitted based on Uniform Data Specifications that will be described by the Department in future guidance. This guidance will include, but will not be limited to, EPS Companion Guide, EDI Procedure Manual, NEMT Encounter Technical Manual, NEMT Data Quality Scorecard, or other documents that refer to this section of the Contract. Once submitted, encounter data from the Contractor shall be integrated into the MMIS database. The transportation encounter data is used by the Department for federal reporting, state program assessment, utilization studies, and contract monitoring. When requested, the Contractor shall participate in testing and/or certification audits to ensure that its encounter data meets the Departments' requirements.

Except for encounters involving appeals, the Contractor shall submit to the Department ALL electronic encounter claims. Late data will be accepted, but the Department reserves the right to set and adjust timeliness standards as required in order to comply with State and Federal reporting requirements. The Contractor is strongly encouraged to submit encounter data as received and discouraged from waiting the full time allotted before submitting the encounter data to the Department. The Department reserves the right to require written explanations of all appeals. The Department reserves the right to require more frequent submissions, based on file size/volume.

The Contractor shall be responsible for passing a phased-in test process prior to submitting production encounter data. The Contractor shall utilize production encounter data, systems, tables, and programs when processing encounter test files. The Contractor shall submit the test encounter data to the Department's Fiscal Agent electronically according to the specifications of the HIPAA Implementation and Companion Guidelines. The Contractor shall be required to pass a testing phase for each of the encounter claim types identified by the Department before production encounter data will be accepted. The Contractor shall pass the testing phase for all encounter claim type submissions. The file size is restricted during testing. For 837 records, no more than 5,000 claim lines should be included in a test file.

10.1.9 Maintain NEMT Provider Network Data in MMIS

As part of its provider credentialing process, the Contractor shall ensure that all NEMT providers that will be receiving payment for rendering services by the Contractor, including but not limited to volunteer drivers, independent drivers, contracted and non-contracted providers, have obtained a National Provider Identifier (NPI) and taxonomy code (42 CFR §438.602(b)). The Contractor shall submit a complete provider file to the Department in a Department-approved electronic format (Attachment XIV) 30 days prior to the

effective date of the Contract. An updated provider file with all of the changes to the Contractor's provider network shall be submitted at least every month thereafter, at least one week prior to the Contractors' submission of encounters. Updated submissions shall contain all provider additions, terminations, and changes that occurred after the previous submission. Attachment XIII details the required reporting data elements. Additional data elements to be included may be identified by the Department.

The recommended process for providers to obtain an NPI is as follows: See paragraph D of the NPI application (https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/CMS10114.pdf); follow the link in paragraph D to the "Health Care Provider Taxonomy" (http://www.wpc-edi.com/reference/codelists/healthcare/health-care-provider-taxonomy-code-set/); find the category that fits the service provided in order for NPPES to issue the NPI. Examples: Non-emergency Medical Transport (VAN) - 343900000X, Private Vehicle - 347C00000X, Secured Medical Transport (VAN) - 343800000X, Taxi - 344600000X, Transportation Broker - 347E00000X.

NPIs are required as part of the Professional Health Care Claim EDI format (X12N 837-P Version 5010A1). The Contractor shall submit the providers' NPI on all encounters. The NPIs that are added to MMIS from the transportation Contractor shall be used solely for the submission of encounters and shall not entitle NEMT providers to bill DMAS for services.

The Contractor shall:

a. Collect and maintain 100% of all provider data for providers in that Contractor's network where the Contractor has incurred a financial liability or denied services for members.
b. Submit complete, timely, reasonable, and accurate provider network data to the Department monthly and in the form and manner specified by the Department. Standard formats, required data elements, and other submission requirements shall be detailed in supporting documentation.

10.1.10 Financial Transactions

The Contractor shall:

a. Collect and maintain 100% of all data for all financial transactions to providers contracted to provide services to members.
b. Submit complete, timely, reasonable, and accurate encounter reconciliation reports to the Department within five (5) business days from the Contractor's payment disbursement date for each payment cycle and as defined by the Department. Standard formats, required data elements, and other submission requirements shall be detailed in Attachment XV.

10.1.11 Data Reconciliation and Potential Audit Requirements

The Department may request a sample extract of previously submitted data from the Contractor that shall be compared to data received by the Department. At the discretion of the Department, the Contractor shall participate in site visits and other reviews and assessments by the Department, or its designee, for the purpose of evaluating the completeness of the Contractor's data inventory as disclosed to the Department, and to evaluate the collection and maintenance of data required by the Department. Upon request by the Department, or its designee and with 30 days' notice, the Contractor shall provide DMAS-specified member records in order to permit the Department to conduct data validation assessments.

The Department, or its designee, may investigate suspected data quality issues including, but not limited to, deviations from expected data volume, or expected data corrections, voids or adjustments. Suspected data quality issues discovered by such investigations may result in the addition of metrics to the Data Quality Scorecard. The Contractor may be required to replace data with suspected data quality issues at

no cost to the Department. Any cost incurred by the Department to reprocess replacement data that the Department determines has data quality issues shall be passed through in its entirety to the Contractor.

10.1.12 Data Quality Penalties

When the Department determines that the Contractor has failed to comply with the Departments' data exchange requirements or is non-compliant with data quality benchmarks, the Department may impose the sanctions under the requirements of 42 CFR 380.

The Department shall develop for the Contractor a Data Quality Scorecard (Attachment XXII), which shall be described in supporting documentation. The Data Quality Scorecard may include up to 40 data quality performance metrics, and performance by the Contractor on the scorecard shall be communicated consistently by the Department to the Contractor. If a new data quality metric is to be added to the Data Quality Scorecard, the Contractor shall have 90 days before data quality withholds may occur based on the Contractor's performance on that metric.

Where DMAS determines that the Contractor has failed to submit required data or meet a data quality benchmark on any metric of the Data Quality Scorecard, the Department shall send a notice of non-compliance. Regardless of any protest by the Contractor, beginning the 31st day after the date of the notice of non-compliance, $5,000 per calendar day penalty shall apply until DMAS has determined that the non-compliance has been cured.

A Notice of Non-Compliance by the Department to the Contractor shall include:

1. A description of the data quality issue and the Contractor's performance on any metrics that triggered the non-compliance notice;
2. The action that shall be taken by the Contractor in order to cure the performance failure;
3. Financial withhold or penalties as a result of non-compliance.

The Department may require the Contractor to replace any non-compliant data with compliant data at no cost to the Department. Any cost incurred by the Department to reprocess replacement data shall be passed through in its entirety to the Contractor.

10.1.13 MMIS Online

The online Medicaid Management Information System (MMIS) is the system of record for all member eligibility and claims utilization data for the Virginia Medicaid and FAMIS programs. The MMIS is accessible to authorized users via the Internet using a standard web browser. DMAS will authorize access to this system for up to ten individuals employed by the Contractor. Contractor access to the online MMIS shall be inquiry-only. The MMIS should be used by the Contractor for eligibility audits and service verification. DMAS shall ensure the Contractor and their authorized staff members receive training in the use of the online MMIS.

DMAS and /or its fiscal agent will provide technical assistance to the Contractor to ensure that appropriate linkage to the online MMIS occurs and to ensure that the Contractor has the necessary equipment for the utilization of the online MMIS. All expenses incurred in establishing connectivity between the Contractor and the online MMIS shall be the responsibility of the Contractor. The Contractor shall provide Internet access to its staff authorized to use the Virginia online MMIS. Remote access to MMIS online will be available for authorized users.

10.1.14 Telephonic Member Eligibility Verification System

The Contractor shall have access to the Virginia Member Eligibility Verification System via telephone. This application allows the Contractor to access real-time member eligibility data via telephone.

10.1.15 Secure E-mail

The Contractor shall provide secure email services between DMAS and the Contractor and any other entity where PHI is communicated. The emails associated with PHI must be sent to DMAS using COV security standards and encrypted methods, as described below, to ensure the receiver of email has the capability to view the content based on the submission encryption and is able to do so.

All expenses incurred in establishing a secure connectivity between the Contractor and DMAS, any software licenses required, and any training necessary shall be the responsibility of the Contractor.

The Contractor shall provide SSL secure email access over the Internet between DMAS and the Contractor and any other entity where PHI is communicated. No direct connection of VPNs to DMAS will be used for this purpose nor will DMAS use individual email certificates for its staff. Such secure email will only require DMAS staff to use a greater than 128-bit SSL enabled web browser to access the Contractor or send email to the Contractor. DMAS will provide no special application server(s) for this purpose. Routing of emails over point-to-point telecommunications circuits between DMAS and the Contractor supports Secure SMTP over 128.

Transport Layer Security (TLS) RFC 3207 over the internet. The solution must include a method for secured industry standard email using strong encryption keys (greater than 128 bit) between DMAS and the Contractor throughout the contract term. Bidirectional TLS email encryption must be tested and documented between DMAS and the Contractor's SMTP server. DMAS additionally has implemented functionality that allows for point-to-point TLS email encryption.

Routing of emails between the Department and the Contractor shall support and exchange Secure SMTP over Transport Layer Security (TLS) RFC 3207 (or latest) over the Internet. The Contractor shall provide secure email access (TLS-encryption) with the Department for any email exchange, including sensitive protected health information (PHI) or personally identifiable information (PII). The TLS technique is required for communications between the Department and the Contractor, including the transmission of email and attached data that is sensitive relative to confidentiality. Reference SEC 525-02 (Section 8.16.SC-8-COV) or latest.

The Contractor shall coordinate TLS encryption set up with the Department's technical security staff as needed to establish TLS. TLS email encryption shall be maintained through the mail gateway. Bidirectional TLS email encryption must be tested, documented and maintained between the Department and the Contractor's SMTP server.

All email containing sensitive data (PHI) will be encrypted. The Department requires the Contractor to join a TLS1.2 (or latest) partnership with the Department to facilitate secure communication. Use of other secure mail technologies i.e. SSL can be requested for approval as an exception (rarely granted) for small contractors (5 employees or less).

All expenses incurred in establishing a secure connectivity between the Contractor and DMAS, any software licenses required, and any training necessary shall be the responsibility of the Contractor.

The Contractor shall provide SSL secure email access over the Internet between DMAS and the Contractor and any other entity where PHI is communicated. No direct connection of VPNs to DMAS will be used for this purpose nor will DMAS use individual email certificates for its staff. Such secure email will only require DMAS staff to use a greater than 128-bit SSL enabled web browser to access the Contractor or send email to the Contractor. DMAS will provide no special application server(s) for this purpose. Routing of emails over point-to-point telecommunications circuits between DMAS and the Contractor supports Secure SMTP over 128.

10.2 CONTRACTOR WEBSITE

The Offeror shall describe its plan to develop, maintain, and operate a website to support the Virginia NEMT program.

As part of the response to this RFP, the Offeror shall:

a. Describe how web-based technologies shall be used to enhance the operation of the NEMT program, maintain cost effectiveness of operations, and increase accessibility of information for NEMT providers, members, facilities, and other service providers.
b. Demonstrate the ability to support DMAS' strategy to develop and enhance web-based solutions whenever possible, such as live chat.
c. Describe the ability to customize communications to targeted populations, and the willingness to customize the website applications based on the needs of the DMAS NEMT program. DMAS NEMT web site that is to be maintained and updated by Contractor is: http://transportation.dmas.virginia.gov.
d. Describe and implement the technical capacities of website support, including:
    i. Secure interactive capabilities with the NEMT providers, members, facilities, and other service providers.
    ii. Internet access for MMIS.
    iii. Timeliness of updates and changes.
    iv. Client customization capability.
    v. Security/confidentiality.
e. Describe all website capacities and applications which shall be made available to DMAS, NEMT providers, members, facilities, and other service providers through the Contractor's website.

10.2.1 Site Content

Website design must be compliant with all Virginia Information Technology Accessibility (VITA) Standards as indicated in Section 20.22 of this RFP. The Contractor shall provide support and maintenance of the site. Routine updates shall be made by the Contractor upon request by the Department at no cost to the Department. Contractor shall be able to quickly, easily, and accurately update all site content. The site shall support interactive communications including but not limited to operable hyperlinks to meet the needs of the Commonwealth, MMIS, NEMT providers, members, facilities, and other service providers.

At a minimum, the site shall contain up-to-date content including the following information:

a. Information associated with the NEMT program as well as Virginia Medicaid and FAMIS policies and procedures,
b. Contractor contact names, telephone numbers, and facilities, and other service providers to contact with respect to services covered in this RFP,
c. Information for NEMT providers, members, facilities, and other service providers regarding how to submit complaints, grievances and/or appeals to the Contractor and to DMAS,

d. Information to assist NEMT providers, members, facilities, and other service providers in relation to frequently asked questions, member handbooks, provider manuals, and other information/materials as requested by DMAS,
e. Instructions on how to obtain NEMT program information in non-English languages.
f. The website shall be accessible and functional 24 hours/day, 7 days/week, except for mutually agreed upon, prior approved maintenance periods. When possible, maintenance periods should be outside of normal business hours.

10.2.2 Site and Communication Security

Confidentiality policies and procedures are of the utmost importance to the Commonwealth. The website and all associated communications shall comply with all HIPAA requirements. The Contractor shall guarantee any data exchange between the Contractor and the Commonwealth, MMIS, NEMT providers or members shall be secure (SSLv3 or TLSv1). The site shall contain separate pages for members and NEMT providers.

10.2.3 Tracking Usage

The Contractor shall maintain website technology including web trending software to track the utilization of the site; i.e., total site visits, number of visits by page, etc., with monthly comparison (trend) reports to the Department (Attachment XIII).

10.2.4 Transfer of Site Ownership

The Contractor agrees to relinquish ownership of the website software and web domain name upon contract completion, termination, or cancellation at which time the Department will take title to this web address and its contents.

10.3 MAINTAIN CONFIDENTIALITY OF INFORMATION

The Contractor, its Assignees and Contractors, shall maintain the confidentiality of Medicaid and FAMIS Member information. The Contractor shall ensure that access to this information shall be limited to the Contractor. The Contractor shall take measures to prudently safeguard and protect unauthorized disclosure of the Medicaid and FAMIS Member information in its possession. The Contractor shall establish internal policies to ensure compliance with Federal and State laws and regulations regarding confidentiality including, but not limited to, 42 CFR § 431, Subpart F, and *Virginia Code* § 32.1-325.3, and 12VAC30-20-90. In no event may the Contractor provide, grant, allow, or otherwise give, access to Medicaid or FAMIS Member information to anyone without the express written permission of DMAS. The Contractor shall assume all liabilities under both State and Federal law in the event that the information is disclosed in any manner.

Upon the Contractor receiving any requests for Medicaid and/or FAMIS Member or NEMT services information from any individual, entity, corporation, partnership or otherwise, the Contractor shall notify DMAS' Transportation Unit within 24 hours or on the next business day. In cases where the information requested by outside sources is releasable under the Freedom of Information Act (FOIA), as determined by DMAS, the Contractor shall provide support for copying and invoicing such documents at the Contractor's expense.

SECTION XI IMPLEMENTATION SCHEDULE

The Contractor shall submit, no later than thirty (30) calendar days after the award of the contract, a detailed implementation plan demonstrating the Contractor's proposed schedule to implement the NEMT program. Each week during implementation, the Contractor shall provide to DMAS a comprehensive report on the status of each task, subtask, and deliverable in the work plan. The implementation plan shall be prepared in Microsoft MS Project and will delineate each task, with milestones, and dates through the end of the first contract year. The Contractor and State shall work together during initial Contract start-up to establish a schedule for key activities and define expectations for the content and format of Contract Deliverables for at least the first fiscal year.

The Department may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services and the Contractor shall furnish to the Department all such information and data for this purpose as may be requested. The Department reserves the right to inspect Contractor's physical facilities, including any located outside of Richmond, prior to award to satisfy questions regarding the Contractor's capabilities. The Department further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Department that such Contractor is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

Payment to Contractor as provided in Section XIII of this Contract shall begin upon implementation. The Contractor shall not be compensated for any expenses incurred prior to the implementation date.

11.1 READINESS REVIEW

The Department will conduct an on-site review to assess the readiness of the Contractor to effectively administer and provide the services as defined in this RFP and subsequent contract. Upon approval of the Contractor's operational readiness and a determined start date, the Department shall make payments as described in Section XIII.

No later than thirty (30) calendar days prior to the implementation start date of the contract (April 1, 2018), the Contractor shall demonstrate, to the Department's satisfaction, that the Contractor is fully capable of performing all duties under this Contract, including the following:

a. Contractor's NEMT provider network is adequate to ensure that there shall be minimal disruptions in service to members and that the Contractor has instructed members, facilities, providers, and NEMT providers in the basic operation of the NEMT program;
b. Contractor has hired and thoroughly trained its staff in accordance with the requirements outlined in this RFP, including the specifics of NEMT program policies, and that Contractor's staff has sufficient knowledge of Medicaid and FAMIS laws, regulations, and guidelines to make determinations of NEMT needs;
c. Contractor has trained its staff to handle telephone requests and inquiries from members, facilities, NEMT providers, and other service providers and has provided copies of training materials to the Department and described the methods used for training and education;
d. Contractor has the ability to verify Medicaid and FAMIS NEMT eligibility, process requests for NEMT services, and process and adjudicate claims from NEMT providers for the provision of covered services;

e. Contractor has demonstrated the ability to submit and accept to the Department's satisfaction all required documentation with respect to payments from the Department to the Contractor as described in Section XIII;
f. Contractor's quality management/quality improvement and other pertinent components are in place in accordance with requirements described in this RFP;
g. Contractor shall test all EDI interfaces with the Department prior to implementation;
h. Contractor's telephone system is fully operational and staff training has been completed for a readiness review thirty (30) days prior to the effective date of implementation; and,
i. Contractor has submitted an Operational Readiness Plan demonstrating compliance with the terms of the RFP.

The Contractor shall be responsible for participating in and defining the details of the Implementation Plan for its service package and shall be responsible for preparing and submitting its Implementation Plan to the Department for review and approval. The Department may include NEMT providers, facilities, and other service providers in the Implementation Plan. NEMT provider, facilities, and other service provider participation could include providing sample NEMT requests, submitting sample invoices, and other documents to be processed by the Contractor, initiating telephone calls or web-based direct data entry requesting information, or providing written correspondence for processing. Reference Sections 2.3, 11.1, and 11.2 for additional requirements regarding the Implementation Plan.

Any changes required to the Contractor's processes as identified through readiness review activities shall be made by the Contractor prior to implementation. Costs associated with these changes shall be borne by the Contractor. The Contractor's inability to demonstrate, to the Department's satisfaction and as provided in this section, that the Contractor is fully capable of performing all duties under this contract shall be grounds for the immediate termination of the Contract by the Department pursuant to the Department Special Terms and Conditions.

11.2 Transition Activities

Within ten (10) business days from the award of contract, the Contractor shall schedule and attend a meeting (entrance conference) at DMAS to discuss all pertinent items relative to the contract. The Contractor shall work closely with DMAS to define project management, status reporting standards, and communication protocols.

DMAS will:
a. Coordinate communications and act as a liaison between the new Contractor and the incumbent Contractor;
b. Coordinate the transfer of files and applications from the incumbent Contractor to the new Contractor on a schedule outlined in the approved work plan;
c. Provide all available relevant documentation on operations currently performed by the incumbent Contractor and DMAS;
d. Establish protocols for problem reporting and controls for the transfer of data or information from the incumbent Contractor to the new Contractor;
e. Work with the Contractor to review and finalize the project work plan for the Transition Phase;
f. Assign a DMAS' liaison to participate in Contractor work groups;
g. Review and approve procedure and protocols defined by the work groups; and,
h. Monitor progress through periodic status reports, weekly meetings, and work plan updates.

The new Contractor shall:

a. Finalize the implementation plan, including the Transition Phase activities and submit it to DMAS for approval;
b. Work with DMAS to establish communication protocols between the new Contractor and DMAS;
c. Attend weekly meetings throughout the Transition Phase to discuss and resolve transition issues, establish procedures and protocols to support operations, and promote communications among all parties;
d. Work with DMAS to establish project management and reporting standards;
e. Submit periodic written status reports on the progress of tasks against the approved work plan; and,
f. Conduct periodic status meetings with DMAS. The new Contractor shall be responsible for preparing the agenda for the meetings and preparing and distributing minutes, to include action items, from each meeting.

SECTION XII SUBCONTRACTS

12.1 LEGAL RESPONSIBILITY

In accordance with requirements described in 42 CFR § 455 Subpart B, and the State Medicaid Director Letter SMDL #08-003 (available at http://www.cms.gov/smdl/downloads/SMD061208.pdf), the Contractor shall comply with all of the following federal requirements. Failure to comply with accuracy, timeliness, and in accordance with federal and contract standards may result in refusal to execute this Contract, termination of this Contract, and/or liquidated damages by the Department.

12.2 CONTRACTOR OWNER, DIRECTOR, OFFICER(S) AND/OR MANAGING EMPLOYEES

(a) The Contractor and/or its subcontractors shall not knowingly have a relationship of the type described in paragraph (b) of this section with:
(1) An individual or entity who is debarred, suspended, or otherwise excluded from participating in federal health care programs, as listed on the Federal List of Excluded Individuals and Entities (LEIE) database at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp or excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
(2) An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in paragraph (a)(1) of this section.

(b) The relationships described in this paragraph are as following:
(1) Director, officer, or partner of the Contractor.
(2) Person with beneficial ownership of five percent or more of the Contractor's equity.
(3) Person with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this contract with the Department.

(c) Consistent with federal disclosure requirements described in 42 CFR § 455.100 through 42 CFR § 455.106, the Contractor and its subcontractor(s) shall disclose the required ownership and control, relationship, and financial interest information; any changes to ownership and control, relationship, and financial interest; and information on criminal conviction regarding the Contractor's owner(s) and managing employee(s).

(d) The Contractor and its subcontractor(s) shall perform, at a minimum, a monthly comparison of its owners and managing employees against the LEIE database to ensure compliance with these federal regulations. The LEIE database is available at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp.

(e) The Contractor shall report to the Department within five (5) business days of discovery of any Contractor or subcontractor owners or managing employees identified on the Federal List of Excluded Individuals/Entities (LEIE) database and the action taken by the Contractor.

(f) Failure to disclose the required information accurately, timely, and in accordance with federal and contract standards may result in refusal to execute this Contract, termination of this Contract, and/or liquidated damages by the Department.

12.3 Contractor and Subcontractor Service Providers

(a) In accordance with 1902(a)(39) and (41), 1128, and 1128A of the Social Security Act, 42 CFR § 438-610, 42 CFR § 1002, and 12VAC30-10-690 and other applicable federal and state statutes and regulations, the Contractor (including subcontractors and providers of subcontractors) shall neither participate with nor enter into any provider agreement with any individual or entity that has been excluded from participation in federal health care programs or who have a relationship with excluded providers of the type described in paragraph 1(b) above. Additionally, the Contractor and its subcontractor are further prohibited from contracting with providers who have been terminated from the Medicaid or FAMIS programs by DMAS for fraud and abuse. Additional guidance may be found in the Department's April 7, 2009 Medicaid Memo titled "Excluded Individuals/Entities from State/Federal Healthcare Programs."
(b) The Contractor shall inform providers and subcontractors about federal requirements regarding providers and entities excluded from participation in federal health care programs (including Medicare, Medicaid and CHIP programs). In addition, the Contractor should inform providers and subcontractors about the U.S. Department of Health and Human Services – Office of Inspector General (HHS-OIG) online exclusions database, available at http://exclusions.oig.hhs.gov. This is where providers/subcontractors can screen managing employees, contractors, etc., against the HHS-OIG website on a monthly basis to determine whether any of them have been excluded from participating in federal health care programs. Providers and subcontractors should also be advised to immediately report to the Contractor any exclusion information discovered. The Contractor must also require that its subcontractor(s) have written policies and procedures outlining provider enrollment and/or credentialing process. The Contractor and its subcontractor(s) shall perform, at a minimum, a monthly comparison of its providers against the LEIE database to ensure that their contracted health care professionals have not been included on the Federal List of Excluded Individuals/ Entities (LEIE) database, available at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States.
(c) The Contractor shall report to the Department within five (5) business days of discovery of any network providers or its subcontractor providers that have been identified on the Federal LEIE database and the action taken by the Contractor.
(d) Failure to disclose the required information accurately, timely, and in accordance with federal and contract standards may result in sanctions by the Department in accordance with this subsection of the Contract.

12.4 Notice of Approval

Approval of subcontracts shall not be considered granted unless the Department issues its prior approval in writing (to include e-mail). The Department may revoke such approval if the Department determines that the subcontractor(s) fails to meet the requirements of this RFP.

12.5 Notice of Subcontractor Termination

When a subcontract that relates to the provision of this RFP's scope of services is being terminated between the Contractor and a subcontractor, the Contractor shall give at least thirty (30) days prior written notice of the termination to the Department. Such notice shall include, at a minimum, the Contractor's intent to change to a new subcontractor for the provision of said services, an effective date for termination and/or change, as well as any other pertinent information that may be needed. In addition

to prior written notice, the Contractor shall also provide the Department with a transition plan, when requested, which shall include, at a minimum, information regarding how continuity of the project shall be maintained. The Contractor's transition plan shall also include provisions to notify impacted or potentially impacted provider of the change. The Department reserves the right to require this notice requirement and procedures for other subcontracts if determined necessary upon review of the subcontract for approval.

SECTION XIII PAYMENTS TO THE CONTRACTOR

13.1 PURCHASE PRICE

The Administrative Cost Proposal (Attachment XVI) sets forth proposed administrative costs. Each Offeror shall submit an administrative cost proposal for the services outlined in this RFP. Detailed explanations, calculations, and supporting documentation must be submitted with the cost proposal for consideration. Administrative cost proposals shall be structured to reflect monthly per member per month (PMPM) payments by population group. The Contractor must accept the negotiated administrative cost rate of reimbursement as payment in full, inclusive of all administrative costs, call center, and operational costs, overhead, and profit for all services required under the RFP excluding direct NEMT service costs. The administrative cost component shall include administrative costs, including corporate overhead and profit.

The rate of reimbursement will consist of the Offeror's negotiated PMPM administrative cost plus the DMAS actuarially determined direct NEMT service cost PMPM. The actuarially determined NEMT service cost will be calculated annually, by DMAS, based on emerging plan experience. The actuarially determined NEMT service cost will be subject to a risk corridor during the first three years of the contract.

13.2 PAYMENT METHODOLOGY

DMAS will issue capitation payments on behalf of members at the rates established in the awarded Contract resulting from this RFP subject to any programmatic or budgetary changes that may result from legislative or agency action. Such modifications are subject to the provisions contained in *Virginia Code* section 2.2-4309.

13.2.1 Full Risk Contract

This is a full risk contract subject to a three (3) year risk corridor. The Contractor will receive a monthly capitated per-member-per-month (PMPM) payment, as determined by the RFP negotiations and subsequent contract award, for each member whose eligibility for the current month has been confirmed by DMAS, regardless of the member's NEMT service use. The Contractor's capitated (PMPM) payment will be based upon the average enrollment, as determined by DMAS, for the preceding calendar month, in each rate category.

The Contractor shall accept the established capitation rate paid each month by the Department as payment in full for all services provided pursuant to this Contract and all associated administrative costs, pending final recoupment and reconciliation and subject to the risk corridor provisions.

The PMPM rate does not include start-up and implementation costs. Start-up and implementation costs are invoiced and reimbursed separately 30 days after successful implementation as determined by DMAS. (Attachment XVI Cost Proposal)

13.2.2 Three (3) Year Risk Corridor

A risk corridor program will be utilized during the first three (3) years of the contract. The risk corridor program creates a mechanism for sharing risk for allowable service costs between DMAS and the Contractor. If the Contractor incurs allowable direct NEMT service costs that are less than 97 percent of the target amount, the Contractor will refund a percentage of those savings to DMAS. If the Contractor incurs allowable direct NEMT service costs that are greater than 103 percent of the target amount, the

Contractor will receive payments from DMAS to offset a percentage of those losses. Allowable direct NEMT service cost is an amount equal to the total direct NEMT costs paid by the Contractor in providing NEMT benefits covered by the plan. Allowable direct NEMT service cost excludes allowable administrative costs paid by the Contractor.

(A) *DMAS payments to the Contractor.* The Contractor will receive payment from DMAS in the following amounts under the following circumstances: (1) When the Contractor's allowable costs for direct NEMT in any benefit year are more than 103 percent but not more than 108 percent of the target amount, DMAS pays the Contractor an amount equal to 50 percent of the target amount in excess of 103 percent of the target amount; and (2) When the Contractor's allowable direct NEMT costs for any benefit year are more than 108 percent of the target amount, DMAS pays to the Contractor an amount equal to the sum of 2.5 percent of the target amount plus 80 percent of allowable direct NEMT costs in excess of 108 percent of the target amount.

(B) *Contractor's remittance of charges.* The Contractor must remit charges to DMAS in the following amounts under the following circumstances: (1) If the Contractor's allowable direct NEMT costs for any benefit year are less than 97 percent but not less than 92 percent of the target amount, the Contractor must remit charges to DMAS an amount equal to 50 percent of the difference between 97 percent of the target amount and the allowable direct NEMT costs; and (2) When the Contractor's allowable costs for any benefit year are less than 92 percent of the target amount, the Contractor must remit charges to DMAS an amount equal to the sum of 2.5 percent of the target amount plus 80 percent of the difference between 92 percent of the target amount and the allowable direct NEMT costs.

Target amount means an amount equal to the total capitation payments for direct NEMT paid by DMAS for the benefit year to the Contractor based on the actuarially determined NEMT service cost PMPM. The target amount will be determined by DMAS and will not be affected by any service level agreement penalties described in Section VIII.

The Contractor is required to report to DMAS the amount of allowable direct NEMT costs for the contract year within seven (7) months of each contract anniversary. The amount of allowable direct NEMT costs will not be affected by any service level agreement penalties described in Section VIII. Such reporting is required to be certified by the Contractor. Any charges owed to DMAS or payments owed to the Contractor will be paid to the respective party no later than nine (9) months after the end of each contract year.

13.2.3 Member Month Adjustment and Reconciliation

DMAS currently pays a monthly capitation rate for members based on an average monthly enrollment report. A weekly enrollment report is generated four times a month and the average enrollment during the month is calculated. The payment to the Contractor is determined based on average enrollment in the prior month. Changes in enrollment for a given month can be caused by additions and/or deletions that are not known until sometime in the future. These changes result in what are referred to as "retrospective" member months.

The DMAS actuarially determined direct NEMT service cost PMPM rate has been developed to provide adequate reimbursement for the entire population. Therefore, it does not provide any information regarding the relative utilization patterns and costs of retrospective members as compared to current members. Contractors who assume that the utilization patterns of retrospective members are similar to

or even equal to the utilization patterns of current members do so at their own risk. Below are the actuarially determined direct NEMT service cost PMPM for FY 2018.

Risk Category	Age Group	Actuarially Determined NEMT Service Cost for 4/1/18–3/31/19
CL Waiver FIS Waiver BI Waiver	All Ages	$ 224.54
Nursing Home	All Ages	$ 73.00
Other ABAD	Children Under 21	$ 10.77
Other ABAD	Adults 21+	$ 33.73
FFS FAMIS	Children under 21	$ 0.13
TANF	Children under 21	$ 0.70
TANF	Adults 21+	$ 1.25
Plan First	All Ages	$ 0.02

DMAS is currently unable to identify claims incurred by retrospective members as opposed to current/prospective members. Therefore, the trip utilization information provided in Attachments III – X is for the combined population (current and retrospective). The actual utilization pattern of retrospective members is believed to be significantly lower than the pattern of current members.

Capitation payments made to the Contractor for members who are retroactively terminated due to death will be recovered by DMAS for any month following the month in which the member died. Any and all costs incurred by the Contractor in excess of the capitation payments paid each month by the Department will be borne in full by the Contractor, subject to the risk corridor.

The Contractor shall reimburse NEMT providers for all trips rendered to individuals who (1) have applied for Medicaid or FAMIS but whose eligibility is pending, (2) are on spend-down, or (3) have other special circumstances as defined by DMAS.

The Contractor also shall reimburse NEMT providers for all trips rendered if a member becomes retroactively eligible for NEMT services (e.g., a managed care member is retroactively disenrolled from an MCO and the MCO recovers the payment made to the NEMT provider for services during the period of time covered by the retroactive disenrollment) and the NEMT provider requests reimbursement from the Contractor.

The addition of retrospective member months normally results in a higher count by risk category than the count determined based on the average current monthly enrollment report. Shown below is the average percentage change by risk classification from the average enrollment report to the final enrollment count determined one year later.

Risk Category	Age Group	Increase %
CL Waiver FIS Waiver BI Waiver	All Ages	1%
Nursing Home	All Ages	9%
Other ABAD	Children Under 21	8%
Other ABAD	Adults 21+	11%
FFS FAMIS	Children under 21	93%

TANF	Children under 21	74%
TANF	Adults 21+	84%
Plan First	All Ages	14%

DMAS will inflate the member month count for each risk category by the estimated percentage increase in the table above to determine the aggregate capitation to be paid to the broker each month. DMAS will perform reconciliation semi-annually to compare the actual enrollment to the adjusted enrollment based on the enrollment reports and the increase percentages shown above. The semi-annual reconciliation will review six (6) months of experience ending six (6) months prior to the reconciliation. For example, the capitation payments for the period from July 2017 through December 2017 will be reconciled in July 2018. The reconciliation will be determined and the Contractor notified of the results within 30 days. If the results of the reconciliation indicate that the Contractor was overpaid, the Contractor shall have 60 days to reimburse DMAS. If the results of the reconciliation indicate that the Contractor was underpaid, DMAS will have 60 days to reimburse the Contractor. The reconciliation shall be determined solely by DMAS and all determinations made by DMAS regarding the reconciliation shall be final. The reconciliation schedule is as follows:

Capitation Payments to be Reviewed	Due Date for Reconciliation	Due Date for Payment
April 2018 – October 2018	April 30, 2019	June 30, 2019
September 2018 – March 2019	October 31, 2019	December 31, 2019
April 2019 – October 2019	April 30, 2020	June 30, 2020
September 2019 – March 2020	October 31, 2020	December 31, 2020
April 2020 – October 2020	April 30, 2021	June 30, 2021
September 2020 – March 2021	October 31, 2021	December 31, 2021

DMAS will review the increase percentages shown above annually and may change them if, in their sole discretion, they no longer reflect the emerging experience under the contract.

13.3 Travel Compensation

The Contractor will not be compensated or reimbursed for travel, meals, or lodging.

13.4 Payment of Invoice

The payment of the invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

13.5 Payment Reductions

The Contractor’s payment shall be subject to reduction for amounts included in any invoice or payment made which are determined by the Department, on the basis of audits conducted in accordance with the terms of this RFP, not to constitute proper remuneration for compensable services.

13.6 Payment Deductions

The Department reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the Commonwealth of Virginia

any amounts which are or shall become due and payable to the Commonwealth of Virginia by the Contractor.

13.7 PAYMENT MODIFICATIONS

The Department will issue capitation payments on behalf of Medicaid members at the rate established in this Contract, subject to any programmatic or budgetary changes that may result from legislative or Agency action. The Department reserves the right to expand or reduce the number of members participating in services provided by this contract. The Department will notify the Contractor of any deletions of programs and/or populations and its projected impact on payment at least ninety (90) calendar days prior to the effective date of the deletion of program and/or population.

Any increases or decreases in the number of eligible members will be determined by the Department, from DMAS' VaMMIS, and shall serve as the final authority for determination of volume.

SECTION XIV PERFORMANCE REVIEWS

The Contractor shall cooperate with any performance reviews and audits conducted by the Department or its designated agent. Upon reasonable notice, the Department or its designated agent may conduct a performance review and audit of the Contractor to determine compliance with the RFP, all published regulations, contract requirements, and Medicaid Memorandums. Audits may result in penalties for noncompliance. The Department or its designated agent reserves the right to audit the Contractor's performance at any time upon notice to the Contractor.

At any time, if the Department or its designated agent identifies a deficiency in performance, the Contractor will be required to develop and submit to DMAS a corrective action plan, within five (5) business days of notification, to correct the deficiency.

SECTION XV TRANSITION UPON TERMINATION

At the expiration of this Contract, or if at any time the Department desires a transition of all or any part of the duties and obligations of the Contractor to the Department or to another Contractor after termination or expiration of the Contract, the Department will notify the Contractor of the need for transition. Such notice will be provided at least sixty (60) calendar days prior to the date the Contract will expire, or at the time the Department provides notice of termination to Contractor, as the case may be. The transition process shall commence immediately upon such notification and shall, at no additional cost to the Department, continue past the date of contract termination or expiration if, due to the actions or inactions of Contractor, the transition process is not completed before that date.

If delays in the transition process are due to the actions or inactions of the Department or the Department's newly designated Contractor, the Department and Contractor may negotiate in good faith a contract for the conduct of and compensation for transition activities after the termination or expiration of the Contract. In the event that a subsequent Contractor is unable to assume operations on the planned date for transfer, the Contractor shall continue to perform operations on a month-to-month basis for up to six (6) months beyond the planned transfer date. The Department will withhold final payment on the additional contract for transition activities to the Contractor until transition to the new Contractor is complete.

SECTION XVI CLOSE OUT AND TRANSITION PROCEDURES

a. Within ten (10) business days after receipt of written notifications by the Department of the initiation of the transition, the Contractor shall provide to the Department a detailed electronic document that, at a minimum, contains the following:
    i. The number of members in the program;
    ii. Information on NEMT service authorizations;
    iii. Information on standing orders;
    iv. Information on pending trips;
    v. The provider network; and,
    vi. Information on any pending grievances/appeals.
b. Within ten (10) business days after receipt of the detailed document, the Department will provide the Contractor with written instructions, which shall include, but not be limited to, the following:
    i. The packaging, documentation, delivery location, and delivery date of all records, data and review information to be transferred. The delivery period shall not exceed thirty (30) calendar days from the date the instructions are issued by the Department.
    ii. The date, time and location of any transition meeting to be held among the Department, the Contractor and any incoming Contractor. The Contractor shall provide a minimum of two (2) individuals to attend the transition meeting and those individuals shall be proficient in and knowledgeable about the materials to be transferred.
c. Within five (5) business days after receipt of the materials from the Contractor, the Department will submit to the Contractor in writing any questions the Department has with regard to the materials transferred by Contractor. Within five (5) business days after receipt of the questions, the Contractor shall provide written answers to the Department.
d. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Department. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Department to evidence the Department's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders (including reimbursing for covered services) issued prior to the effective date of cancellation.

At the end of the contract, the Contractor shall transfer the toll-free number(s), database information, and any web-based resources, including the website, back to the Department. Additionally, the Contractor shall assist in the transitioning of services. Upon termination of the contract, the Department will pay the Contractor the value of services performed up to the date of termination, not to exceed the total value of the contract.

SECTION XVII PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

17.1 ISSUING OFFICE

This RFP is issued by the Department. The Department will be the sole point of contact with all interested Offerors from the date of release of the RFP until the contract is fully executed and signed. Offerors should not contact any state employees other than the individuals indicated in this RFP.

If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be issued. Offerors must check eVA VBO at http://www.eva.virginia.gov for all official addenda or notices regarding this RFP. While DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx, eVA is the official and controlling posting site. If supplemental releases are necessary, the Department reserves the right to extend the due dates and time for receipt of proposals to accommodate such interpretations of additional data requirements.

Each Offeror shall submit a separate Technical Proposal and a Cost Proposal in relation to the requirements described in this RFP. The following describes the general requirements for each proposal and the specific requirements for the Technical Proposal and the Cost Proposal.

17.2 OVERVIEW

Both the Technical Proposal and the Cost Proposal shall be developed and submitted in accordance with the instructions outlined in this section. The Offeror's proposals shall be prepared simply and economically, and shall include a straightforward, concise description of the Offeror's capabilities that satisfy the requirements of the RFP. Although concise, the proposals should be thorough and detailed so that DMAS may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services should include an explanation of proposed methodology, where applicable. The proposals may include additional information that the Offeror considers relevant to this RFP.

The proposals should be organized in the order specified in this RFP. A proposal that is not organized in this manner risks a lower score or elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Department and the evaluators are not obligated to ask an Offeror to identify where an RFP requirement is addressed, and no Offeror should assume that it will have an opportunity to supplement its proposal or to assist the evaluators in understanding and evaluating its proposal.

17.3 COST PROPOSAL

17.3.1 Required Services

The Offeror shall submit one (1) Cost Proposal for required services that will form the basis of the payment arrangement. The Offeror shall submit a cost proposal that includes: a budget for start-up and Implementation costs (the period between the date of contract execution and the date of the start of operations); and separate Per Member Per Month (PMPM) administrative costs, by population group, for each year of the contract (3 years) using the format provided in Attachment XVI. The cost proposal shall include all Offeror costs.

The monthly capitation cost proposal for each population group includes the Contractor's administrative costs, including corporate overhead and profit. The PMPM for service costs will be actuarially determined by DMAS.

Administrative costs, for required and optional services, shall not include the following:

- Related party management fees in excess of actual cost
- Lobbying expenses
- Contributions
- State and Federal income taxes
- Administrative fees for services provided by a parent organization, which did not represent a pass through of actual costs
- Management fees and administrative expenses relating to non-Virginia operations or operations in Virginia for other non-fee-for-service contracts
- Management fees paid for the sole purpose of securing an exclusive arrangement for the provision of services for specific members
- Administrative fee/royalty licensing agreements for services provided by a parent organization, which did not represent a pass through of actual costs
- Accruals for future losses
- Reserves based on estimates for bankrupt providers
- Unsupported expenses
- Expenses related to the preparation of the proposal.

17.3.2 Optional Services

The Offeror shall submit one (1) cost proposal for 4.13.1 Out of State Transportation, one (1) cost proposal for 4.13.2 Member Technology, and one (1) cost proposal for 4.13.3 Psychiatric Transport using the format provided in Attachment XVI. The cost proposals for Optional Services will not be included in the scoring of the proposals or evaluation process. No cost information is to be included in any portion of the technical proposal.

17.4 BINDING OF PROPOSAL

The Technical Proposal shall be clearly labeled "RFP 2018-01 Technical Proposal" on the front cover. The Cost Proposal shall be clearly labeled "RFP 2018-01 Cost Proposal" on the front cover. The legal name of the organization submitting the proposal shall also appear on the covers of both the Technical Proposal and the Cost Proposal.

The proposals shall be typed, bound, page-numbered, single-spaced with a 12-point font on 8 1/2" x 11" paper with 1" margins and printed on one side only. Offerors may use a larger size font for section headings and may use a smaller font size for footers, tables, graphics, exhibits, or similar sections, if necessary. Larger graphics, exhibits, organization charts, and network diagrams may also be printed on larger paper as a foldout if 8 ½" x 11" paper is not practical. Each hard copy of the Technical Proposal and each hard copy of the Cost Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. A tab sheet keyed to the Table of Contents shall separate each major section. The title of each major section shall appear on the tab sheet.

The Offeror shall submit an original and five (5) copies of the Technical Proposal and one original of the Cost Proposal by the response date and time specified in this RFP. Each copy of the proposal shall be bound separately. This submission shall be in a sealed envelope or sealed box clearly marked "RFP 2017-01 Technical Proposal." In addition, the original of the Cost Proposal shall be sealed separately and clearly

marked "RFP 2018-01 Cost Proposal" and submitted by the response date and time specified in this RFP. The Cost Proposal forms in Attachment XVI shall be used. The Offeror also shall submit one electronic copy (compact disc preferred) of their Technical Proposal in MS Word format (Microsoft Word 2010 or compatible format) and of their Cost Proposal in MS Excel format (Microsoft Excel or Word 2010 or compatible format). In addition, the Offeror shall submit a redacted electronic copy in PDF Technical Proposal and their Cost Proposal, in which the Offeror has removed proprietary and confidential information. Please note that, as described below, merely redacting information is not sufficient to comply with *Code of Virginia* § 2.2-4342(F).

17.5 TABLE OF CONTENTS

The proposals shall contain a Table of Contents that cross-references the RFP submittal requirements: "Technical Proposal Requirements." Each section of the Technical Proposal shall be cross-referenced to the appropriate section of the RFP that is being addressed. This will assist DMAS in determining uniform compliance with specific RFP requirements.

17.6 SUBMISSION REQUIREMENTS

All information requested in this RFP shall be submitted in the Offeror's proposals. A Technical Proposal shall be submitted and a Cost Proposal shall be submitted in the Offeror's collective response. The proposals will be evaluated separately. By submitting a proposal in response to this RFP, the Offeror certifies that all of the information provided is true and accurate.

All data, materials and documentation originated and prepared for the Commonwealth pursuant to this RFP belong exclusively to the Commonwealth and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act and subject to *Code of Virginia* § 2.2-4342. Confidential information shall be clearly marked in the proposal and reasons why the information should be confidential shall be clearly stated.

Trade secrets or proprietary information submitted by an Offeror are not subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protections of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret materials submitted shall be identified by some distinct method, such as highlighting or underlining, and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The electronic redacted copy of the technical proposal and cost proposal shall have the proprietary and confidential information removed or blocked out in its entirety so the content is not visible. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DMAS, may result in rejection and return of the proposal. Attachment XVIII of this RFP shall be used for the identification of proprietary or confidential information and submitted with the technical proposal.

All information requested by this RFP on ownership, utilization and planned involvement of small businesses, small women-owned businesses and small minority-owned business (Attachment XIX) shall be submitted with the Offeror's Cost Proposal.

17.7 TRANSMITTAL LETTER

The transmittal letter shall be on official organization letterhead and signed by the individual authorized to legally bind the Offeror to contract agreements and the terms and conditions contained in this RFP. The organization official who signs the proposal transmittal letter shall be the same person who signs the cover page of the RFP and Addenda (if issued).

At a minimum, the transmittal letter shall contain the following:

1. A statement that the Offeror meets the required conditions to be an eligible candidate for the contract award including:
   a. The Offeror must identify any contracts or agreements they have with any state or local government entity that is a Medicaid and/or Title XXI State Child Health Insurance Program prescribing practitioner or Contractor and the general circumstances of the contract or agreement. This information will be reviewed by DMAS to ensure there are no potential conflicts of interest;
   b. Offeror must be able to present sufficient assurances to the state that the award of the contract to the Contractor will not create a conflict of interest between the Contractor, the Department, and its subcontractors;
   c. The Offeror must be licensed to conduct business in the state of Virginia; and,
2. A statement that the Offeror has read, understands and agrees to perform all of the Contractor responsibilities and comply with all of the requirements and terms set forth in this RFP, any modifications of this RFP, the Contract and Addenda;
3. The Offeror's general information, including the address, telephone number, and facsimile transmission number;
4. Designation of an individual, to include their e-mail and telephone number, as the authorized representative of the organization who will interact with DMAS on any matters pertaining to this RFP and the resultant Contract; and
5. A statement agreeing that the Offeror's proposal shall be valid for a minimum of 180 days from its submission to DMAS.

17.8 SIGNED COVER PAGE OF THE RFP AND ADDENDA

To attest to all RFP terms and conditions, the authorized representative of the Offeror shall sign the cover page of this RFP, as well as the cover page of the Addenda (if issued), to the RFP; the Certification of Compliance with Prohibition of Political Contributions and Gifts during the Procurement Process" form (Attachment XX), and The State Corporate Commission form (Attachment XXI) and submit them along with the Technical Proposal.

17.9 PROCUREMENT CONTACT

The principal point of contact for this procurement in DMAS shall be:

Ivory N. Banks, Director Program Operations Division
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219
email: RFP2018-01@dmas.virginia.gov

All communications with DMAS regarding this RFP should be directed to the principal point of contact or the DMAS Contract Management Officer named in the cover memo. All RFP content-related questions shall be in writing to the principal point of contact. An Offeror who communicates with any other employees or Contractors of DMAS concerning this RFP after its issuance may be disqualified from this procurement.

17.10 Submission and Acceptance of Proposals

The proposals, whether mailed or hand delivered, shall arrive at DMAS no later than 10:00 AM Eastern Time on October 30, 2017. DMAS shall be the sole determining party in establishing the time of arrival of proposals. Late proposals will not be accepted and will be automatically rejected from further consideration. The address for delivery is:

Proposals may be sent by US mail, Federal Express, UPS, etc. to:

Attention: Kayla Anderson
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219

Hand Delivery or Courier to:

Attention: Kayla Anderson
Department of Medical Assistance Services
7th Floor DMAS Receptionist
600 East Broad Street
Richmond, VA 23219

DMAS reserves the right to reject any or all proposals under *Code of Virginia* § 2.2-4319. DMAS reserves the right to delay implementation of the RFP if a satisfactory Contractor is not identified or if DMAS determines a delay is necessary to ensure implementation goes smoothly without service interruption. Offerors must check the eVA VBO at http://www.eva.virginia.gov for all official postings of addendums or notices regarding this RFP. DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx but the eVA VBO is the official posting site that Offerors must monitor.

17.11 Oral Presentation and Site Visit

At any point in the evaluation process, DMAS may employ any or all of the following means of evaluation:

- DMAS Review of Industry Publications and Literature
- Offeror Presentations
- Site Visits to Offeror
- Contacting Offerors References
- Product Demonstrations by the Offeror
- Obtain a Dun and Bradstreet Report on the Offeror
- Obtain a Securities Exchange Commission Report on the Offeror
- Requesting Offeror to elaborate on and/or clarify specific portions of their proposals.

No Offeror is guaranteed an opportunity to explain, supplement or amend its initial proposal. Offerors must not submit a proposal assuming that there will be an opportunity to negotiate, amend or clarify any aspect of their submitted proposals. Therefore, each Offeror is encouraged to ensure that its initial proposal contains and represents its best offer.

Offerors should be prepared to conduct product demonstrations, presentations or site visits at the time, date and location of DMAS' choice, should DMAS so request.

DMAS may make one or more on-site visits to see the Offeror's operation of another contract. DMAS shall be solely responsible for its own expenses for travel, food and lodging.

17.12 TECHNICAL PROPOSAL

Each chapter must have its own tab. The following describes the required format, content and sequence of presentations for the Technical Proposal:

17.12.1 Chapter One: Executive Summary

The Executive Summary Chapter shall highlight the Offeror's:

1. Understanding of the scope of work requirements.
2. Qualifications to serve as the DMAS Contractor for the project.
3. Overall Approach to the scope of work and a summary of the contents of the proposal.

17.12.2 Chapter Two: Corporate Qualifications and Experience

Chapter Two shall present the Offeror's qualifications and experience to serve as the Contractor. Specifically, the Offeror shall describe its:

1. Organization Status:
    a. Name of Project Director for this Contract;
    b. Name, address, telephone number, fax number, and e-mail address of the legal entity with whom the contract is to be written;
    c. Federal employer ID number;
    d. Name, address, telephone numbers of principal officers (president, vice-president, treasurer, chair of the board of directors, and other executive officers);
    e. Name of the parent organization and major subsidiaries;
    f. Major business services;
    g. Legal status and whether it is a for-profit or a not-for-profit company;
    h. A list of board individuals and their organizational affiliations;
    i. Current organization chart; and
    j. Any specific licenses and accreditation held by the Offeror.

2. Corporate Experience:
    a. Offeror's overall qualifications to carry out a project of this nature and scope;
    b. The Offeror shall describe the background and success of the Offeror's organization and experience in performing Medicaid and CHIP NEMT management, specifically
        i. Describe experience in operating a toll-free information line, including a description of the purpose of the toll-free number, types of calls received, volume of calls, and telecommunications system used.
        ii. Include a summary of technical and delivery systems used or interfaced in the above projects.

iii. Describe experience and measurable success in performing services and operational functions in similar projects.
iv. Describe experience in developing productive relationships with NEMT providers, NEMT eligible members, facilities, other providers, and community-based organizations. Include description of membership and network size.
v. Describe experience and technological capabilities for operation of a comprehensive, state of the art call center, including a web-based electronic portal for making reservations, capable of responding to NEMT provider, member, facility, and service provider concerns; providing education; and, handling NEMT activity.
vi. Describe experience in the construction and maintenance of a website including the features required in this RFP.

c. The Offeror shall demonstrate knowledge of the Medicaid and CHIP populations. For each experience with operating, managing, or contracting for the provision of NEMT programs;
d. The Offeror shall indicate the contract or project title, dates of performance, scope and complexity of contract, and customer references (see below);
e. Any other related experience the Offeror feels is relevant shall be included;
f. The Offeror shall indicate whether the Offeror has had a contract terminated for any reason within the last five (5) years; and,
g. The Offeror shall also indicate if a claim was made on a payment or performance bond. If so, the Offeror shall submit full details of the termination and the bonds including the other party's name, address, and telephone number.

3. References and work samples:
   a. Two customers who will substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP;
   b. Contact information for all NEMT contracts for Medicaid and CHIP and any Virginia based contracts with the Commonwealth; and,
   c. A state-approved performance report for the NEMT activities and one other report of the Offerors choosing. Each report must be from a state the Offeror is currently under contract with for performance of NEMT activities.

The Offeror shall complete the Reference Form in Attachment XVII for each reference and contract, which includes the contract name, address, telephone number, contact person, and periods of work performance. DMAS will not accept DMAS employees as references.

4. Financial Stability:

The Offeror shall submit evidence of financial stability. The Offeror should submit one of the following financial reports:

a. For a publicly held corporation, a copy of the most recent three years of audited financial reports and financial statements with the name, address, and telephone number of a responsible person in the Offeror's principal financial or banking organization; or
b. For a privately held corporation, proprietorship, or partnership, financial information for the past three years, similar to that included in an annual report, to include, at a minimum, an income statement, a statement of cash flows, a balance sheet, and number of years in business, as well as the name, address, and telephone number of a contact in the Offeror's principal financial or banking organization and its auditor.

17.12.3 Chapter Three: Tasks and Technical Approach

The Offeror shall fully describe how it intends to meet all of the tasks and technical proposal requirements listed in this RFP. **DMAS does not want a "re-write" of the RFP requirements**. Specifically, the Offeror shall describe in detail its proposed technical approach for each of the tasks required in this RFP including any staff, systems, procedures, or materials that will be used to perform these tasks. This includes how each task will be performed, what problems need to be overcome, what functions the staff will perform, and what assistance will be needed from DMAS, if any. DMAS is not providing a template for the Technical Proposal as it is up to the Offeror to provide the information clearly and concisely.

17.12.4 Chapter Four: Staffing

The proposal shall describe the following:

1. Staffing Plan: The Offeror shall provide a functional organizational chart of the proposed project structure and organization, indicating the lines of authority for proposed staff directly involved in performance of this contract and relationships of the staff to each function of the organization. The staffing plan shall indicate the number of proposed FTEs by position and an estimate of hours to be committed to each task by each staff position. The plan shall also show the number of staff to be employed by the Contractor and staff to be obtained through subcontracting arrangements. Contact information must be provided for all key staff involved in the implementation and ongoing management of the program.

   Offeror must submit one (1) reference for each proposed key staff member, showing work for previous clients who have received similar services to those proposed by the Offeror for this contract. Each reference must include the name of contact person, address, telephone number and description of services provided.

2. Staff Qualifications and Resumes: Job descriptions for all key staff on the project including job summary, qualifications, experience and/or expertise required should be included. Resumes limited to two pages must be included for each key staff. The resumes of personnel proposed must include qualifications, experience, and relevant education, professional certifications and training for the position they will fill.

3. Office Location: A description of the geographical location of its firm at the national, regional, and local levels, as applicable to this contract. The Offeror will identify all locations that will be used to support a resultant contract and the operations handled from these locations (particularly note any Virginia-based locations that will be used). Offeror should clearly identify any overseas (non-United States) locations which may be used to support resultant contract or any related transactions.

17.12.5 Chapter Five: Work Plan and Project Management

1. Work Plan and Project Management: The proposal shall include a project plan detailing the sequence of events and the time required to implement the scope of work in accordance with the deliverable schedules for each task. The relationship between key staff and the specific tasks and assignments proposed to accomplish the entire scope of work shall also be included. A plan that clearly outlines the timetable for deliverables and milestones from beginning to end of each task shall be included in the proposal. The Offeror shall describe its management approach and how its proposed work plan will be executed.
2. Progress Reports Template: Upon award of the contract, the Contractor must prepare written progress reports, as well as telephonic meetings, every week or more frequently as necessary, and present this report to the DMAS Contract Administrator. The written progress reports will change to

monthly when DMAS and the Contractor are in consensus that monthly progress reports are sufficient. The report must include:

a. Status of major activities and tasks in relation to the Contractor's work plan, including specific tasks completed for each part of the project.
b. Target dates for completion of remaining or upcoming tasks/activities.
c. Any potential delays or problems anticipated or encountered in reaching target dates and the reason for such delays.
d. Any revisions to the overall work schedule.

17.12.6 Chapter Six: Required Form

This chapter shall contain the signatory documents as outlined in the RFP. These include the following:

1. RFP Cover Sheet
2. RFP Addenda (if issued).
3. Offerors Transmittal Letter
4. Proprietary/Confidential Information Identification Form (Attachment XVIII)
5. Certification of Compliance with Prohibition of Political Contributions and Gifts During the Procurement Process (Attachment XX)
6. State Corporation Commission Form (Attachment XXI)

SECTION XVIII PROPOSAL EVALUATIONS

DMAS will evaluate the Technical and Cost Proposals received in response to this RFP in a fair and impartial manner provided for by the Virginia Public Procurement Act (*Virginia Code* § 2.2-4300, *et seq*.). The Evaluation Team will be responsible for the review and scoring of all Technical Proposals and the Office of Procurement and Contract Management will review and score the Cost Proposals and Small Business Subcontracting Plans. This group will be responsible for making the final recommendation to award to the DMAS Director.

18.1 EVALUATION OF MINIMUM REQUIREMENTS

DMAS will initially determine if each proposal addresses the minimum RFP requirements to permit a complete evaluation of the Technical and Cost Proposals. Proposals shall comply with the instructions to Offerors contained throughout this RFP. Failure to comply with the instructions may result in a lower score or elimination from further consideration. Reference Agency Procurement and Surplus Property Manual (APSPM) § 7.3(b). DMAS reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

Signature Sheets: RFP Cover Sheet, Addenda (if issued), Transmittal Letter, Proprietary/Confidential Information Identification Form (Attachment XVIII), Certification of Compliance with Prohibition of Political Contributions and Gifts During the Procurement Process (Attachment XX), and State Corporation Commission Form (Attachment XXI). These forms shall be completed and properly signed by the authorized representative of the organization

Closing Date: The proposal shall have been received, as provided in Section 17.10, before the closing of acceptance of proposals in the number of copies specified.

Mandatory Conditions: All mandatory General and Special Terms and Conditions contained in Sections XIX and XX will be accepted.

Small Business Subcontracting Plan: Summarize the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses under the contract to be awarded as a result of this solicitation. (Attachment XIX). **The Small Business Subcontracting Plan is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist and is a scored criterion and, if applicable, documents the Offeror and/or their planned subcontractors as a small business certified by the Department of Small Business and Supplier Diversity (DSBSD). Offerors are encouraged to populate the table with their plans to utilize small businesses from joint ventures, partnerships, suppliers, etc. Regardless of planned Small Business utilization, all proposals must have this attachment included in their Cost Proposal. For evaluation purposes of this procurement, the Small Business and Subcontracting Plan in Attachment XIX should only include small businesses proposed to be used as subcontractors in performing the scope of work and paid with administrative dollars as outlined in the Offeror's Cost Details for Pricing (Attachment XVI), and should not include anticipated small business utilization of the Offeror's provider network. However, the winning Offeror is highly encouraged to ensure eligible firms in its provider network get DSBSD certification for small business. Additionally, the winning Offeror will be required to report small business expenditures quarterly on both the administrative component and provider network utilization to meet the requirements of Section 20.11 of this RFP.**

DSBSD is the only Virginia agency authorized to certify small businesses, and DMAS will not question, re-evaluate, investigate, or otherwise look behind DSBSD's certification decisions. DMAS will evaluate the Small Business Subcontracting Plan in accordance with APSPM §7.2(j) and solely by checking, through DSBSD's website, the certification status as of the due date for receipt of proposals. The Department reserves the right to check and/or verify DSBSD status at any time during the evaluation process, and to adjust scoring accordingly. To receive the maximum score for the Small Business Subcontracting Plan criterion, the submitting Offeror must be a small business as certified by DSBSD.

18.2 PROPOSAL EVALUATION CRITERIA

Proposals shall be evaluated using a numerical scoring system. The best proposal for each criterion shall receive the highest points for that subjective criterion (not necessarily the maximum) with the other proposals receiving fewer points according to the evaluator's judgment. The broad criteria for evaluating proposals include the elements below:

Criteria	Weights
1. Experience and Qualifications	10%
a) Experience of the Offeror in conducting Non-Emergency Medical Transportation for the Medicaid program. Experience in working with special needs populations. Experience working with Medicaid and FAMIS or other healthcare populations.	
b) Experience in performing services within the past year(s) most comparable to the Offeror's proposal (include a description of the type, size, and duration of previous experience).	
2. References	5%
a) References that support the Offeror's experience and abilities with respect to this contract. References also should clearly address the nature of the work performed by the Offeror and should reflect the level of satisfaction with the Offeror's work performance. DMAS will not accept DMAS employees as references.	
b) References who substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP. DMAS will not accept DMAS employees as references.	
c) References who substantiate the quality of the work processes and outputs of the Offeror. DMAS will not accept DMAS employees as references.	
3. Requirements and Technical Proposal and Staffing	50%
a) Demonstration in the written proposal of the Offeror's ability, facilities and capacity to provide all required services as described in this RFP in a timely, efficient and professional manner. Describe the experience and expertise of specific staff assigned to the contract, including prior experience of staff with similar projects, qualifications of staff, appropriateness of the relationship between staff qualifications and assigned responsibilities.	
b) Transportation Information Management System (TIMS)	
4. Small Business Subcontracting Plan - Attachment XIX	20%
5. Cost Proposal	15%
a) The cost proposal will be evaluated taking into consideration the Offeror's submission of Attachment XVI	

The cost proposal shall be evaluated and weighted but is not the sole deciding factor for the RFP. The lowest cost proposal shall be scored the maximum number of evaluation points for cost. All other cost proposals shall be evaluated and assigned points for cost in relation to the lowest cost proposal.

For evaluation purposes of this procurement, the Small Business and Subcontracting Plan should only include small businesses proposed to be used as subcontractors in performing the scope of work and paid with administrative dollars as outlined in the Offeror's Cost Details for Pricing (Attachment XVI), and

should not include anticipated small business utilization of the Offeror's provider network. Offerors will only be scored on this submission.
Additionally, however, the winning Offeror will be required to report small business expenditures quarterly on both the administrative component and provider network utilization to meet the requirements of Section 20.11 of this RFP.

Please note that all technical requirements contained in this RFP, including but not limited to the Small Business Subcontracting Plan, are required to be in effect at the time of proposal submission and must be maintained throughout the duration of the RFP evaluation period, unless otherwise noted. The Department reserves the right to verify any Offeror's response to ANY requirement at ANY time during the evaluation process, and to adjust scoring accordingly.

SECTION XIX GENERAL TERMS AND CONDITIONS

19.1 VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual.* A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

19.2 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures *(Code of Virginia,* § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

19.3 ANTI-DISCRIMINATION

By submitting its proposal, Offerors certify to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA), and any other applicable laws. If the award is made to a faith-based organization, the organization shall not discriminate against any individual of goods, services, or disbursements made pursuant to the contract on the basis of the individual's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, sex, gender, disability or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(Code of Virginia,* § 2.2-4343.1 E).

To the extent allowed by Federal and State law, the Contractor agrees not to discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. The Contractor must include the same requirements in every subcontract or purchase order over $10,000, so that the same provisions will be binding upon each subcontractor or vendor.

In every contract over $10,000, the provisions in Sections 19.3.1 and 19.3.2. below apply:

19.3.1. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
d. The requirements of these 19.3.1 and 19.3.2, herein, are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

19.3.2. The Contractor shall include the provisions of 19.3.1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

19.4 Ethics in Public Contracting

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

19.5 Immigration Reform and Control Act Of 1986

By entering into a written contract with the Commonwealth of Virginia (COV), the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

19.6 Debarment Status

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

19.7 ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

19.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS

Failure to submit a proposal on the official State form, in this case the completed and signed RFP Cover Sheet, may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

19.9 CLARIFICATION OF TERMS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact Ivory N. Banks at RFP2018-01@dmas.virginia.gov no later than 5:00 PM Eastern Time, October 10, 2017. Any revisions to the solicitation will be made only by addendum issued by the buyer.

19.10 PAYMENT

1. To Prime Contractor:
   a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
   b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
   c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
   d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
   e) Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia* § 2.2-4363-4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia,* § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:
   a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a Contractor awarded a contract under this solicitation is hereby obligated:
      (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
   b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

19.11 PRECEDENCE OF TERMS

The following General Terms and Conditions: *VENDORS MANUAL,* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

19.12 QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

19.13 Testing And Inspection

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

19.14 Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth. Any assignment made in violation of this section will be void.

19.15 Changes To The Contract

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. **In any such change to the resulting contract, no increase to the contract price shall be permitted without adequate consideration, and no waiver of any contract requirement that results in savings to the Contractor shall be permitted without adequate consideration. Pursuant to Code *of Virginia* § 2.2-4309, the value of any fixed-price contract shall not be increased via modification by more than 25% without the prior approval of the Division of Purchases and Supply of the Virginia Department of General Services.**

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
   a. By mutual agreement between the parties in writing; or
   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Department’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or
   c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Department with all vouchers and records of expenses incurred and savings realized. The Department shall have the right to audit the records of the

Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Department within thirty (30) days from the date of receipt of the written order from the Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the contract generally.

19.16 DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

19.17 INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 *et seq*. of the *Code of Virginia.* The Offeror further certifies that the Contractor and any subcontractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS

Workers' Compensation: statutory requirements and benefits: Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

1. Employer's Liability: $100,000.
2. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
3. Automobile Liability: $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

19.18 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.

19.19 Drug-Free Workplace

During the performance of this contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19.20 Nondiscrimination of Contractors

A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

19.21 eVA Business-To-Government Vendor Registration, Contracts, and Orders

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
   (i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within sixty (60) days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

19.22 Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

When the Department makes a determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract.

The Department's payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether federal and/or state funds. The Department may terminate this Contract at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract is executed. 0Determinations by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

19.23 Set-Asides in Accordance with the Small Business Enhancement Award Priority

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

19.24 Price Currency

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

19.25 Authorization to Conduct Business in the Commonwealth

The Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SECTION XX SPECIAL TERMS AND CONDITIONS

20.1 ACCESS TO PREMISES

The Contractor shall allow duly authorized agents or representatives of the state or federal government, during normal business hours, access to Contractor's and subcontractors' premises, to inspect, audit, monitor or otherwise evaluate the performance of the Contractor's and subcontractor's contractual activities and shall forthwith produce all records requested as part of such review or audit. In the event right of access is requested under this section, the Contractor and subcontractor shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the state or federal personnel conducting the audit or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Contractor or subcontractor's activities. The Contractor shall be given thirty (30) calendar days to respond to any preliminary findings of an audit before the Department shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the U.S. Department of Health and Human Services, and/or their duly authorized representatives shall be allowed access to evaluate through inspection or other means, the quality, appropriateness, and timeliness of services performed under this Contract.

20.2 ACCESS TO AND RETENTION OF RECORDS

In addition to the requirements outlined below, the Contractor shall comply, and shall require compliance by its subcontractors with the security and confidentiality of records standards with respect to the Department's confidential records.

20.2.1 Access to Records

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the Centers for Medicare and Medicaid Services (CMS), state and federal auditors, or any of their duly authorized representatives shall have access to any books, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors.

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the Centers for Medicare and Medicaid Services, state and federal auditors, or any of their duly authorized representatives, shall be allowed to inspect, copy, and audit any of the above documents, including, medical and/or financial records of the Contractor and its subcontractors.

20.2.2 Retention of Records

The Contractor shall retain all records and reports relating to this Contract for a period of ten (10) years after final payment is made under this Contract or in the event that this Contract is renewed six (6) years after the renewal date. When an audit, litigation, or other action involving records is initiated prior to the end of said period, however, records shall be maintained for a period of ten (10) years following resolution of such action or longer if such action is still ongoing. All records shall be electronically scanned and stored

in searchable format with OCR (optical character recognition) capabilities. Copies on electronic media or other appropriate media of the documents contemplated herein may be substituted for the originals provided that the media or other duplicating procedures are reliable and are supported by an effective retrieval system which meets legal requirements to support litigation, and to be admissible into evidence in any court of law. The records, regardless of format, remain the property of DMAS.

20.3 Confidentiality of Personally Identifiable Information

The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

20.4 Audit

The Contractor shall retain all books, records, and other documents relative to this contract for six (6) years after final payment. The Department, its authorized agents and/or state auditors shall have full access to and the right to examine any of said materials during said period. All known audits and audit discrepancies must be settled before the records can be destroyed.

20.5 Award

Selection shall be made *of two or* more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Department shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia,* § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

20.6 Termination

This Contract may be terminated in whole or in part:

a. By the Department, for convenience, with not less than ninety (90) days prior written notice, which notice shall specify the effective date of the termination,

b. By the Department, in whole or in part, if funding from Federal, State, or other sources is withdrawn, reduced, or limited;
c. By the Department if the Department determines that the instability of the Contractor's financial condition threatens delivery of services and continued performance of the Contractor's responsibilities; or
d. By the Department if the Department determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities.

Each of these conditions for contract termination is described in the following paragraphs.

20.6.1 Termination for Convenience

a. The Department may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as DMAS elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as owner may require to assign to the owner the Contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to DMAS' satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:
   (1) All amounts then otherwise due under the terms of this contract,
   (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
   (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the Contractor of any nature.
b. In no event shall termination for the convenience of DMAS terminate the obligations of the Contractor's surety on its payment and performance bonds.

20.6.2 Termination for Unavailable Funds

The Contractor understands and agrees that the Department shall be bound only to the extent of the funds available or which may become available for the purpose of this resulting Contract. When the Department makes a determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract.

The Department's payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether federal and/or state funds. The Department may terminate this Contract at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract is executed. A

determination by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

20.6.3 Termination Because of Financial Instability

If DMAS determines that there are verifiable indicators that the Contractor will become financially unstable to the point of threatening the ability of the Department to obtain the services provided for under the Contract, DMAS shall require verification of the Contractors financial situation. If from the information DMAS determines the Contractor will inevitably become financially unstable, DMAS may terminate the contract before this occurs. If the Contractor ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets, DMAS may, at its option, immediately terminate this Contract effective at the close of business on a date specified by the Department. In the event the Department elects to terminate the Contract under this provision, the Contractor shall be notified in writing, by either certified or registered mail, specifying the date of termination. The Contractor shall submit a written waiver of the licensee's rights under the federal bankruptcy laws.

In the event of the filing of a petition in bankruptcy by a principal network provider or subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks that have been delegated to its subcontractor(s) are performed in accordance with the terms of this Contract.

20.6.4 Termination for Default

The Department may terminate the Contract, in whole or in part, if the Department determines that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract and is unable to cure such failure within a reasonable period of time as specified in writing by the Department, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the Department that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract, the Contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Department will notify the Contractor in writing within thirty (30) calendar days of the last day of the specified time period that the Contract, has been terminated in full or in part, for default. This written notice shall identify all of the Contractor's responsibilities in the case of the termination, including responsibilities related to member notification, network provider notification, refunds of advance payments, return or destruction of Department data and liability for medical claims.

In the event that DMAS determines that the Contractor's failure to perform its duties and responsibilities under this contract results in a substantial risk to the health and safety of Medicaid/FAMIS Plus or FAMIS individuals, DMAS may immediately terminate this contract prior to providing notice to the Contractor.

If, after notice of termination for default, it is determined by the Department or by a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control of and without error or negligence on the part of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part, as provided for under this clause, the Department may procure or contract from other sources, upon such terms and in such manner as is deemed appropriate by the Department, supplies or services similar to those terminated, and the Contractor shall be liable for any costs for such similar supplies and services and all other damages allowed by law. In addition, the Contractor shall be liable to the Department for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. In the event of a termination for default prior to the start of operations, any claim the Contractor may assert shall be governed by the procedures defined by the Department for handling contract termination. Nothing herein shall be construed as limiting any other remedies that may be available to the Department.

In the event of a termination for default during ongoing operations, the Contractor shall be paid for any outstanding payments due less any assessed damages.

20.7 Remedies for Violation, Breach, or Non-Performance of Contract

Upon receipt by the Department of evidence of substantial non-compliance by the Contractor with any of the provisions of this Contract or with state or federal laws or regulations the following remedies may be imposed.

20.7.1 Procedure for Contractor Noncompliance Notification

In the event that the Department identifies or learns of noncompliance with the terms of this contract, the Department shall notify the Contractor in writing of the nature of the noncompliance. The Contractor shall remedy the noncompliance within a time period established by the Department and the Department shall designate a period of time, not less than ten (10) calendar days, in which the Contractor shall provide a written response to the notification. The Department may develop or may require the Contractor to develop procedures with which the Contractor shall comply to eliminate or prevent the imposition of specific remedies.

20.7.2 Remedies Available To the Department

The Department reserves the right to employ, at the Department's sole discretion, any and all remedies available at law or in equity, including but not limited to, payment withholds and/or termination of the contract.

20.8 Payment

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and be operationally ready to begin work by the implementation date established by DMAS. Upon approval of the Contractor's operational readiness and a determined start date, DMAS shall make payments as described in Section XIII of this RFP.

Each invoice submitted by the Contractor shall be subject to DMAS approval based on satisfactory performance of contracted services and compliance with all contract terms. The invoice shall contain the Federal tax identification number, the contract number and any other information subsequently required by DMAS

20.9 Identification of Proposal Envelope

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ _____
Name of Offeror Due Date /Time

_____ _____
Street or Box Number City, State, Zip Code

_____
RFP Number

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror assumes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

20.10 INDEMNIFICATION

Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

20.11 SUBMISSION OF A SMALL BUSINESSES SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING

A. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than $100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.
2. In addition, each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

Note: The winning Offeror will be required to report small business expenditures quarterly on both the administrative component and provider network utilization to meet the requirements of this Section.

20.12 RENEWAL OF CONTRACT

This contract may be renewed by the Commonwealth for three successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract, in addition to any modifications, increased/decreased by more than the percentage increase/decrease of the Services category under the Commodity and Services Group of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category under the Commodity and Services Group of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

20.13 CONFIDENTIALITY OF INFORMATION

By submitting a proposal, the Contractor agrees that information or data obtained by the Contractor from DMAS during the course of determining and/or preparing a response to this RFP may not be used for any other purpose than determining and/or preparing the Contractor's response. Such information or data may not be disseminated or discussed for any reasons not directly related to the determination or preparation of the Contractor's response to this RFP. This paragraph does not apply to public records that would be required to be disclosed in response to a request pursuant to the Virginia Freedom of Information Act.

20.14 Business Associate Agreement (BAA)

The Contractor shall be required to enter into a DMAS-supplied Business Associate Agreement (BAA) with DMAS to comply with regulations concerning the safeguarding of protected health information (PHI) and electronic protected health information (ePHI). The Contractor shall comply, and shall ensure that any and all subcontractors comply, with all State and Federal laws and regulations with regards to handling, processing, or using the Department's PHI and ePHI. This includes but is not limited to 45 CFR Parts 160 and 164 Modification to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule, January 25, 2013 and related regulations as they pertain to this agreement.

The Contractor shall keep abreast of any future changes to the regulations. The Contractor shall comply with all current and future HIPAA regulations at no additional cost to DMAS, and agrees to comply with all terms set out in the DMAS BAA, including any future changes to the DMAS BAA. The current DMAS BAA template is available on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx.

20.15 Obligation of Contractor

By submitting a proposal, the Contractor covenants and agrees that it has satisfied itself of the conditions to be met, and fully understands its obligations, and that it will have no right to cancel its proposal or to relief of any other nature because of its misunderstanding or lack of information.

20.16 Independent Contractor

Any Contractor awarded a contract under this RFP will be considered an independent contractor, and neither the Contractor, nor personnel employed by the Contractor, is to be considered an employee or agent of DMAS.

20.17 Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance specific to this contract shall become the sole property of the Commonwealth. DMAS shall have open access to the above. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

20.18 Corporate Overview

In response to this RFP, the Offeror shall submit an organizational chart and description of the Offeror's corporate structure, including the Offeror's parent organization and its subsidiaries and businesses owned, including the relationships between these entities and how long each has operated under the Offeror's parent organization. The Offeror shall also describe the firewalls that exist to prevent any conflicts of interest and to maintain the highest level of security and program integrity.
In the event the Offeror is a subsidiary or division of a parent organization, the Offeror must include in the proposal, a signed statement by the chief executive officer of the parent organization pledging the full resources of the parent organization to meet the responsibilities of the subsidiary organization under contract to the Department. The Department requires review and approval of any proposed acquisition or purchase of an existing Contractor. The proposed acquisition must benefit both the Commonwealth and the Department and must assure minimal disruption to Medicaid members. As part of the review process, the Department requires the Contractor to provide with its written notice, the following additional items, to include from the potential purchaser, within 180 days or upon reasonable certainty of the proposed acquisition date, but in no case less than 90 days of the proposed acquisition taking effect:

1. A letter of intent which describes the purpose and manner of the sale. The letter must include the acquisition plan, method and terms (e.g. stock or asset transfer), a proposed effective date;
2. A detailed description of the parent/acquiring company to include NEMT history and experience, Medicaid NEMT experience (including state Medicaid recommendations and sanctions, if any);
3. A project plan including completion of any network development, information technology changes and requirements, and communications;
4. An organizational chart indicating the retention of current and key personnel, as well as any staff changes;
5. A list of the acquisition/implementation team at the NEMT with their title and role on the team including a project lead;
6. Profit and enrollment projections;
7. A member and provider education and outreach plan; and
8. A transition plan detailing (i) how the acquisition will or will not impact the NEMT current processes, certifications and programs, (ii) a list of subcontractors impacted or not impacted, and (iii) a communication plan for notifying the subcontractor(s) of changes (A detailed operational transition plan).

The Department reserves the right to request additional information concerning a proposed acquisition. The Department reserves the right to conduct a readiness review upon receipt of change of ownership notification when deemed necessary. The Department shall review the proposed acquisition when it has verified that all of the requested information is submitted and shall make every effort to issue a written response within 90 days of the commencement of its review. Additionally, the Contractor shall notify the Department of business transactions associated with the Contractors change of ownership. All press releases and/or public notifications regarding the change in ownership, proposed acquisition or purchase of an existing Contractor shall be reviewed and approved in advance by the Department.

Any change in ownership will not relieve the original parent of its obligation of pledging its full resources to meet the obligations of the contract with DMAS without the expressed written consent of the DMAS Director.

20.19 BUSINESS TRANSACTIONS REPORTING

The Contractor shall also notify the Department within ten (10) calendar days after any publicly announced acquisition agreement, pre-merger agreement, or pre-sale agreement impacting the Contractor's ownership. Business transactions to be disclosed include, but are not limited to:

a. Any sale, exchange, or lease of any property between the Contractor and a Party in Interest;
b. Any lending of money or other extension of credit between the Contractor and a Party in Interest; and
c. Any furnishing for consideration of goods, services (including management services) or facilities between the Contractor and a Party in Interest. Business transactions for purposes of this section do not include salaries paid to employees for services provided in the normal course of employment by the Contractor

The Contractor shall advise the Department, in writing, within five (5) business days of any organizational change or major decision affecting its Medicaid business in Virginia or other states. This includes, but is not limited to, sale of existing business to other entities or a complete exit from the Medicaid market in another state or jurisdiction.

20.20 eVA Orders and Contracts

The solicitation/contract will result in one (1) purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

20.21 Compliance with VITA Standard

The Contractor shall comply with all state laws and regulations with regards to accessibility to information technology equipment, software, networks, and web sites used by blind and visually impaired individuals. These accessibility standards are state law (*see* § 2.2-3502 and § 2.2-3503 of the *Code of Virginia)*. The Contractor shall comply with the Accessibility Standards at no additional cost to the Department. The Contractor must also keep abreast of any future changes to the Virginia Code as well as any subsequent revisions to the Virginia Information Technologies Standards. The current Virginia Information Technology Accessibility Standards are published on the Internet at http://www.vita.virginia.gov/library/default.aspx?id=663.

20.22 Continuity of Services

a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another Contractor, may continue them. The Contractor agrees:
   (i.) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

(ii.) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

(iii.) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

20.23 State Corporation Commission Identification Number

Pursuant to *Code of Virginia*, § 2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (Attachment XXI - State Corporation Commission Form). Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, Shall not be conclusive of the issue and Shall not be relied upon by the Contractor as demonstrating compliance.

20.24 Subcontracts

No portion of the work shall be subcontracted without prior written consent of the Department. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Department with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

20.25 Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. DMAS and Contractor further agree that in the event any provision is deemed an invalid part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.to this RFP.

20.26 E-Verify Program

Pursuant to *Code of Virginia*, § 2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the

Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

20.27 CONTRACTOR INTERNAL CONTROLS REPORT

The Contractor shall provide the Department, at a minimum, a report from its external auditor on the effectiveness of its internal controls. If the report discloses deficiencies in internal controls, the Contractor shall include management's correction action plans to remediate the deficiency. If available, report shall be compliant with the AICPA Statement on Standards for Attestation Engagements (SSAE) No 16, Reporting on Controls at a Service Organization, Service Organizations Controls (SOC) 2, Type 2 Report, and include the Contractor and its third-party service providers. The internal control reports shall be provided annually each June 1st for the preceding calendar year

20.28 EMERGENCY PREPAREDNESS PLAN

The Contractor shall have an Emergency Preparedness Plan in place for its overall operations including, but not limited to, the Call Center, web based operations, and information systems. The plan must be based on and include a documented, facility-based and community-based risk assessment, using an all-hazards approach. The plan must be tested before the effective date of the contract and must meet the requirements of the Department and of any applicable state and federal regulations.

At a minimum, the following specific measures shall be included in the Emergency Preparedness Plan:

- Documentation of emergency procedures that include the steps to take in the event of a natural, human-caused or technological disaster.
- Employees at the site must be familiar with the emergency procedures;
- Smoking must be prohibited at the site;
- Heat and smoke detectors must be installed at the site both in the ceiling and under raised floors (if applicable). These devices must alert the local fire department as well as internal personnel;
- Portable fire extinguishers must be located in strategic and accessible areas of the site. They must be vividly marked and periodically tested;
- The site must be protected by an automatic fire suppression system;
- The site must be backed up by an uninterruptible power source system; and
- The system at the disaster recovery site must be tested and verified in accordance with VITA standards.

The following resources provide information on completing a risk based emergency plan:

- FEMA – CPG 101, Developing and Maintaining Emergency Operations Plans, Version 2 https://www.fema.gov/media-library/assets/documents/25975.
- FEMA – CPG 201: Threat and Hazard Identification and Risk Assessment Guide https://www.fema.gov/media-library/assets/documents/26335.

The Emergency Preparedness Plan document shall be available to the Department, upon request, during implementation and at least 30 days prior to beginning operations. If any changes occur during the

contract period, the Contractor shall notify the Department's Contract Administrator within 30 days prior to the change occurring.

20.29 Continuity of Operations (COOP) and Disaster Recovery Plan

The Contractor shall be required to provide written assurances that they have a Continuity of Operations (COOP) and Disaster Recovery Plan that relates to the services or functions provided by them under this contract. This documentation will include the capability to continue receiving calls, and other functions required in this RFP in the event that the central site is rendered inoperable. Additionally, the Contractor's business continuity/disaster recovery plan must include provisions in relation to the processing center telephone number(s).

The following resources provide key information to be included in the Contractor's COOP:

- VITA - ITRM Policies, Standards and Guidelines
  http://www.vita.virginia.gov/library/default.aspx?id=537
- Virginia Department of Emergency Management (VDEM) templates
  VDEM Continuity Plan Template
  VDEM Guide to Identifying Mission Essential Functions
  Mission Essential Function Identification Worksheets

In addition, the Contractor's COOP/Disaster Recovery Plan must include sufficient information to show that it meets the following guidelines and standards:

NIST Special Publication 800-34 Rev. 1 - Contingency Planning Guide for Federal Information Systems http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-34r1.pdf
NIST SP 800-66 R1, October 2008 - An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule at http://csrc.nist.gov/publications/nistpubs/800-66-Rev1/SP-800-66-Revision1.pdf and the following requirements of the HIPAA Security Rule Standards and Implementation specifications:

a. Contingency Plan 45 CFR § 164.308(a)(7)(i)
b. Data Backup Plan 45 CFR § 164.308(a)(7)(ii)(A)
c. Disaster Recovery Plan 45 CFR§ 164.308(a)(7)(ii)(B)
d. Emergency Mode Operation Plan 45 CFR § 164.308(a)(7)(ii)(C)
e. Testing and Revision Procedures 45 CFR § 164.308(a)(7)(ii)(D)
f. Applications and Data Criticality Analysis § 164.308(a)(7)(ii)(E)
g. Facility Access Controls 45 CFR § 164.310(a)(1)
h. Contingency Operations 45 CFR § 164.310(a)(2)(i)
i. Device and Media Controls 45 CFR § 164.310(d)(1)
j. Data Backup and Storage 45 CFR § 164.310(d)(2)(iv)
k. Access Control 45 CFR § 164.312(a)(1)
l. Emergency Access Procedure 45 CFR §164.312(a)(2)(ii)

If requested, the COOP/Disaster Recovery Plan shall be available to the Department during implementation and at least 30 days prior to beginning operations. If any changes occur during the contract period, the Contractor shall notify the Contract Administrator at the Department within thirty (30) days after the change occurred.

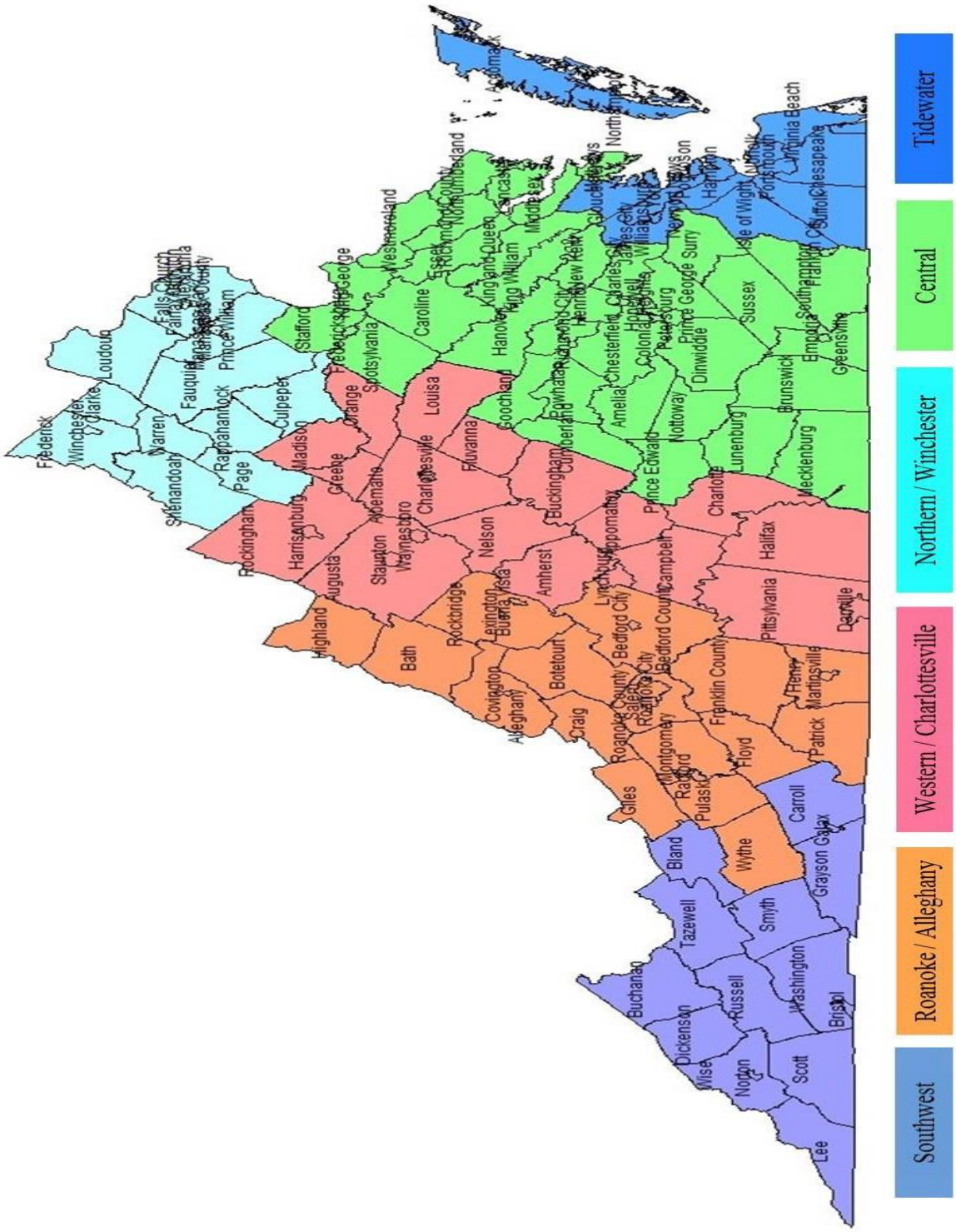
20.30 Performance and Payment Bonds

The Contractor shall deliver to the Department purchasing office an executed performance bond, in a form acceptable to the Department, in the amount of 1month of the estimated annual administrative (PMPM) contract amount, as determined by the Department, with the Department as obligee. In addition, the Contractor shall deliver to the Department purchasing office an executed payment bond, in a form acceptable to the Department, in the amount of 2months of the estimated annual transportation services payments amount, as determined by the Department, with the Department as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Department.

20.31 MANDATORY PREPROPOSAL CONFERENCE

MANDATORY PREPROPOSAL CONFERENCE: A mandatory preproposal conference will be held on October 10, 2017 at 1:00 PM Eastern Time at the Department of Medical Assistance Service, 600 E. Broad Street, Conference Room 7B, Richmond, VA 23219. The purpose of this conference is to allow DMAS an opportunity to clarify various facets of the RFP. Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this RFP, in person attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be permitted to sign the register after 1:15PM on day of conference. Due to space limitations, Offerors are limited to two (2) representatives each at the preproposal conference. To ensure adequate accommodations, Offerors must pre-register with Ivory N. Banks by sending an email to RFP2018-01@dmas.virginia.gov stating the name of Offeror and Offeror's two (2) participating representatives. Offerors must pre-register no later than 10:00 AM Eastern Time on October 5, 2016. Attendance by teleconference will not be available. Offerors should bring a copy of the RFP to the conference. Any changes resulting from this conference will be issued in a written addendum to the RFP.

ATTACHMENT I:
TRANSPORTATION REGIONS



Revised June 2016

ATTACHMENT II:
STATEWIDE CALL CENTER STATISTICS

	Month	Reservation Line	Ride Assist Line	Totals
SFY 2014 (July 1, 2013-June 30, 2014)	July	38,281	27,645	65,926
	August	35,509	27,474	62,983
	September	36,819	28,176	64,995
	October	39,093	33,007	72,100
	November	32,774	27,094	59,868
	December	32,440	27,201	59,641
	January	40,401	32,133	72,534
	February	36,589	30,140	66,729
	March	38,249	31,293	69,542
	April	37,507	30,166	67,673
	May	36,632	29,831	66,463
	June	35,182	28,841	64,023
	Totals	**439,476**	**353,001**	**792,477**

	Month	Reservation Line	Ride Assist Line	Totals
SFY 2015 (July 1, 2014-June 30, 2015)	July	37,988	30,133	68,121
	August	35,863	28,396	64,259
	September	37,471	30,198	67,669
	October	38,291	30,515	68,806
	November	30,735	25,367	56,102
	December	32,766	27,775	60,541
	January	34,808	29,511	64,319
	February	31,228	26,704	57,932
	March	38,196	30,640	68,836
	April	33,564	27,060	60,624
	May	31,458	23,523	54,981
	June	34,223	25,310	59,533
	Totals	**416,591**	**335,132**	**751,723**

Source: LogistiCare's Monthly Reports

ATTACHMENT III:
TRIP INFORMATION

SFY 2015	Ambulatory			Wheelchair			Stretcher			Van Stretcher			Grand Total		
	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage
July	319,920	3,984,743	12.5	61,433	618,886	10.1	6,246	71,569	11.5	3,737	41,897	11.2	391,336	4,717,095	12.1
August	295,084	3,780,444	12.8	58,116	584,532	10.1	5,914	74,879	12.7	3,546	40,696	11.5	362,660	4,480,551	12.4
September	293,067	3,536,542	12.1	58,385	584,334	10.0	5,701	68,926	12.1	3,465	42,984	12.4	360,618	4,232,786	11.7
October	312,866	3,880,915	12.4	62,110	626,626	10.1	5,945	73,869	12.4	3,608	42,233	11.7	384,529	4,623,643	12.0
November	253,132	3,111,573	12.3	50,452	501,163	9.9	5,414	66,833	12.3	3,247	39,168	12.1	312,245	3,718,737	11.9
December	282,370	3,438,500	12.2	55,602	555,896	10.0	6,064	72,200	11.9	3,565	42,923	12.0	347,601	4,109,519	11.8
January	269,829	3,295,971	12.2	52,878	521,927	9.9	5,956	69,631	11.7	3,658	43,435	11.9	332,321	3,930,964	11.8
February	233,572	2,875,939	12.3	45,839	445,664	9.7	4,808	55,272	11.5	3,259	41,417	12.7	287,478	3,418,292	11.9
March	282,150	3,459,529	12.3	55,865	557,655	10.0	5,722	69,093	12.1	3,569	42,526	11.9	347,306	4,128,803	11.9
April	289,010	3,638,364	12.6	57,061	564,962	9.9	5,961	75,085	12.6	3,652	42,611	11.7	355,684	4,321,022	12.1
May	270,513	3,401,198	12.6	53,506	524,986	9.8	5,576	66,780	12.0	3,690	45,090	12.2	333,285	4,038,054	12.1
June	288,643	3,644,630	12.6	57,027	570,279	10.0	5,830	70,233	12.0	3,620	44,559	12.3	355,120	4,329,701	12.2
TOTALS	3,390,156	42,048,348	12.4	668,274	6,656,910	10.0	69,137	834,370	12.1	42,616	509,539	12.0	4,170,183	50,049,167	12.0

SFY 2016	Ambulatory			Wheelchair			Stretcher			Van Stretcher			Grand Total		
	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage	Trips	Mileage	Avg Mileage
July	294,640	3,688,488	12.5	57,845	582,265	10.1	6,004	73,689	12.3	3,950	46,269	11.7	362,439	4,390,711	12.1
August	280,082	3,482,633	12.4	55,490	562,657	10.1	5,558	68,065	12.2	3,569	42,211	11.8	344,699	4,155,566	12.1
September	279,897	3,551,966	12.7	55,797	560,199	10.0	6,085	80,482	13.2	3,578	43,652	12.2	345,357	4,236,299	12.3
October	286,375	3,680,701	12.9	56,705	571,755	10.1	6,338	77,252	12.2	3,560	40,803	11.5	352,978	4,370,511	12.4
November	255,267	3,293,917	12.9	50,715	506,450	10.0	5,692	68,099	12.0	3,472	43,110	12.4	315,146	3,911,576	12.4
December	275,605	3,583,513	13.0	55,131	547,191	9.9	6,122	70,893	11.6	3,490	39,434	11.3	340,348	4,241,031	12.5
January	244,428	3,152,852	12.9	48,101	478,985	10.0	6,185	70,092	11.3	3,383	37,650	11.1	302,097	3,739,579	12.4
February	264,215	3,434,397	13.0	52,145	514,985	9.9	6,195	73,206	11.8	3,704	40,115	10.8	326,259	4,062,703	12.5
March	296,221	3,970,344	13.4	58,749	579,238	9.9	6,852	81,128	11.8	3,979	48,713	12.2	365,801	4,679,423	12.8
April	274,582	3,627,706	13.2	54,692	545,317	10.0	6,091	75,941	12.5	3,893	45,984	11.8	339,258	4,294,948	12.7
May	276,206	3,622,585	13.1	54,818	544,094	9.9	6,076	76,299	12.6	4,094	48,414	11.8	341,194	4,291,392	12.6
June	285,064	3,773,862	13.2	56,475	557,976	9.9	6,208	77,935	12.6	4,205	49,307	11.7	351,952	4,459,080	12.7
TOTALS	3,312,582	42,862,964	12.9	656,663	6,551,112	10.0	73,406	893,081	12.2	44,877	525,662	11.7	4,087,528	50,832,819	12.4

ATTACHMENT IV:
ALTERNATIVE TRANSPORTATION TRIP LEGS

SFY 2014	Public Transportation	Gas Reimbursement	Volunteer Driver	Grand Total
July	5,999	65,330	7,027	78,356
August	6,215	67,598	7,790	81,603
September	5,443	61,375	7,657	74,475
October	5,810	69,839	8,548	84,197
November	5,278	59,848	7,658	72,784
December	5,290	64,661	7,821	77,772
January	5,614	66,653	7,964	80,231
February	4,994	64,223	7,584	76,801
March	5,629	68,971	8,374	82,974
April	5,960	74,587	9,591	90,138
May	5,945	74,495	9,664	90,104
June	5,885	74,413	9,590	89,888
Totals	68,062	811,993	99,268	979,323

SFY 2015	Public Transportation	Gas Reimbursement	Volunteer Driver	Grand Total
July	6,316	79,479	11,049	96,844
August	5,844	74,017	10,354	90,215
September	5,890	74,251	9,575	89,716
October	6,284	79,449	9,921	95,654
November	5,016	64,804	8,465	78,285
December	5,424	73,080	9,584	88,088
January	5,057	71,256	9,297	85,610
February	4,573	63,094	8,123	75,790
March	5,101	73,397	9,752	88,250
April	5,254	73,821	10,342	89,417
May	5,356	69,837	10,041	85,234
June	5,287	71,784	11,191	88,262
Totals	65,402	868,269	117,694	1,051,365

Source: LogistiCare's Monthly Reports

ATTACHMENT V:
RIDER NO-SHOWS

SFY 2014	
July	266
August	541
September	495
October	483
November	425
December	492
January	578
February	311
March	337
April	285
May	265
June	376
Total	**4,854**

SFY 2015	
July	697
August	611
September	581
October	337
November	265
December	198
January	156
February	135
March	114
April	101
May	87
June	110
Total	**3,392**

Source: LogistiCare's Monthly Reports

ATTACHMENT VI:
UNDUPLICATED RIDERS

SFY 2014		July	August	September	October	November	December	January	February	March	April	May	June	Total Averages
VA Medicaid FFS	Ambulatory	15,935	15,991	15,765	16,375	15,542	15,091	15,488	15,588	15,590	16,058	15,933	16,049	**15,784**
	Wheelchair	4,274	4,238	4,242	4,476	4,141	4,121	4,233	4,220	4,185	4,343	4,311	4,295	**4,257**
	Stretcher	1,300	1,242	1,278	1,387	1,274	1,279	1,457	1,300	1,264	1,327	1,371	1,301	**1,315**
	Van Stretcher	870	905	786	824	701	739	786	787	801	833	823	781	**803**
State Total		**22,379**	**22,376**	**22,071**	**23,062**	**21,658**	**21,230**	**21,964**	**21,895**	**21,840**	**22,561**	**22,438**	**22,426**	**22,158**
Eligible		247,894	256,327	252,569	261,161	251,887	239,669	243,092	244,371	248,126	264,513	262,263	257,157	**252,419**
Total Trips		379,045	377,297	349,336	392,520	339,716	343,468	338,245	330,012	345,804	380,612	372,513	368,321	**359,741**
Total Transportation Utilization		65.40%	67.94%	72.30%	66.53%	74.15%	69.78%	71.87%	74.05%	71.75%	69.50%	70.40%	69.82%	**70.17%**
Total Eligibility Utilization		9.03%	8.73%	8.74%	8.83%	8.60%	8.86%	9.04%	8.96%	8.80%	8.53%	8.56%	8.72%	**8.78%**
Average Number of Trips	Weekday	19,231	19,084	19,101	19,344	19,127	19,093	19,253	19,505	19,469	19,433	19,282	19,704	**19,302**
	Weekend	1,638	1,818	1,529	1,706	1,937	1,841	1,688	1,734	1,681	1,662	1,842	1,564	**1,720**

SFY 2015		July	August	September	October	November	December	January	February	March	April	May	June	Total Averages
VA Medicaid FFS	Ambulatory	16,299	15,733	15,326	15,266	14,236	14,280	13,999	12,919	13,725	13,948	13,617	14,000	**14,446**
	Wheelchair	4,435	4,265	4,233	4,265	3,849	3,863	3,772	3,540	3,816	3,760	3,594	3,743	**3,928**
	Stretcher	1,371	1,310	1,301	1,243	1,214	1,263	1,423	1,152	1,206	1,212	1,045	1,085	**1,235**
	Van Stretcher	765	732	722	736	710	682	739	681	687	705	784	807	**729**
State Total		**22,870**	**22,040**	**21,582**	**21,510**	**20,009**	**20,088**	**19,933**	**18,292**	**19,434**	**19,625**	**19,040**	**19,635**	**20,338**
Eligible		267,315	266,565	245,778	270,849	268,148	272,853	268,229	261,279	263,024	266,866	266,758	265,836	**265,292**
Total Trips		391,336	362,660	360,618	384,529	312,245	347,601	332,321	287,478	347,306	355,684	333,285	355,120	**347,515**
Total Transportation Utilization		68.31%	73.50%	68.15%	70.44%	85.88%	78.50%	80.71%	90.89%	75.73%	75.03%	80.04%	74.86%	**76.34%**
Total Eligibility Utilization		8.56%	8.27%	8.78%	7.94%	7.46%	7.36%	7.43%	7.00%	7.39%	7.35%	7.14%	7.39%	**7.67%**
Average Number of Trips	Weekday	19,874	19,497	18,945	18,896	18,625	18,460	17,981	17,919	17,901	17,987	17,862	18,090	**18,503**
	Weekend	1,730	1,681	1,659	1,669	1,697	1,921	1,670	1,512	1,368	1,511	1,529	1,495	**1,620**

Source: LogistiCare's Monthly Reports

ATTACHMENT VII:
AVERAGE NUMBER OF TRIPS, BY WEEKDAY AND WEEKEND

SFY 2014		July	August	September	October	November	December	January	February	March	April	May	June	Total
Average Number of Trips	Weekday	88,461	83,971	80,215	88,983	81,614	101,394	105,781	97,525	78,409	91,978	106,052	103,445	1,107,828
	Weekend	3,276	3,272	3,371	3,412	3,519	4,143	3,376	3,468	4,203	3,324	4,149	3,519	43,032

SFY 2015		July	August	September	October	November	December	January	February	March	April	May	June	Total
Average Number of Trips	Weekday	91,420	102,360	99,449	108,655	93,123	106,146	98,895	89,596	98,453	98,927	93,776	99,497	1,180,297
	Weekend	3,460	4,202	3,318	3,315	3,389	3,842	3,758	3,025	3,078	3,021	3,057	2,392	39,857

Source: LogistiCare's Monthly Reports

ATTACHMENT VIII:
NUMBER OF DENIED TRIPS

SFY 2014	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Has access to vehicle	0	0	0	2	0	0	0	0	1	0	1	-	4
Non-covered service	237	292	181	198	155	169	187	136	168	225	196	191	2,335
Lacks 5 days' notice	785	739	695	842	673	739	906	632	695	673	653	905	8,937
Needs 9-1-1	8	14	18	7	15	13	9	11	6	10	13	13	137
Ineligible for Medicaid	378	303	361	325	330	361	430	364	411	475	448	448	4,634
Requires Ambulance	0	0	0	0	0	0	1	0	1	0	1	2	5
Refused Public Transit	0	0	0	0	0	0	0	0	0	0	0	0	0
Inappropriate Service Level Request	0	2	3	2	0	0	1	0	0	0	1	4	13
Refused Closest Provider	5	2	10	8	13	13	11	9	12	4	16	17	120
Totals	1,413	1,352	1,268	1,384	1,186	1,295	1,545	1,152	1,294	1,387	1,329	1,580	16,185

SFY 2015	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Has access to vehicle	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-covered service	242	246	252	227	190	693	223	191	212	197	197	217	3,087
Lacks 5 days' notice	865	855	718	720	553	550	625	383	558	433	417	500	7,177
Needs 9-1-1	10	6	9	13	5	5	6	10	7	6	7	11	95
Ineligible for Medicaid	459	407	453	442	396	394	512	382	412	338	321	258	4,774
Requires Ambulance	0	0	0	0	0	1	1	0	0	0	1	0	3
Refused Public Transit	0	0	0	0	0	0	0	0	0	0	0	0	0
Inappropriate Service Level Request	1	0	1	1	0	0	0	0	3	3	2	0	11
Refused Closest Provider	13	15	7	5	7	3	7	3	5	9	23	6	103
Totals	1,590	1,529	1,440	1,408	1,151	1,646	1,374	969	1,197	986	968	992	15,250

Source: LogistiCare's Monthly Reports

ATTACHMENT IX:
MONTH AT A GLANCE ACTIVITY

SFY 2014	July	August	September	October	November	December	January	February	March	April	May	June
Trip Volume												
Total Gross Reservations	455,491	436,216	414,884	458,573	419,104	136,683	456,331	403,737	425,735	440,790	440,803	427,931
Total Cancellations	76,446	58,919	65,548	66,053	79,388	93,215	118,086	73,725	79,931	60,178	68,290	59,610
Cancellation %	16.78%	13.51%	15.80%	14.40%	18.94%	68.20%	25.88%	18.26%	18.77%	13.65%	15.49%	13.93%
Total Net Authorized Trips	379,045	377,297	349,336	392,520	339,716	43,468	338,245	330,012	345,804	380,612	372,513	368,321
Monthly Members	247,894	251,593	252,569	255,136	249,590	239,669	239,458	244,371	248,126	255,608	258,001	257,124
Utilization Rate	65.40%	66.68%	72.30%	65.00%	73.47%	551.37%	70.79%	74.05%	71.75%	67.16%	69.26%	69.81%
Level of Service Distribution												
Ambulatory	81.45%	81.83%	81.45%	81.31%	81.01%	80.76%	80.87%	80.88%	80.91%	81.11%	81.16%	81.43%
Wheelchair	15.85%	15.63%	15.94%	16.11%	16.38%	16.49%	16.40%	16.38%	16.31%	16.13%	16.01%	15.90%
Stretcher	1.37%	1.37%	1.42%	1.47%	1.51%	1.63%	1.61%	1.57%	1.62%	1.67%	1.75%	1.68%
Van Stretcher	1.33%	1.18%	1.19%	1.10%	1.10%	1.11%	1.12%	1.17%	1.14%	1.10%	1.08%	0.98%
Distribution by Type of Facility												
Adult Day Care	2.62%	2.61%	2.60%	2.67%	2.63%	2.60%	2.50%	2.31%	2.31%	2.49%	2.47%	2.47%
Assisted Living	2.68%	2.70%	2.61%	2.52%	2.55%	2.51%	2.45%	2.35%	2.43%	2.40%	2.43%	2.38%
Behavioral Health	29.33%	32.13%	31.89%	31.99%	31.48%	31.93%	30.94%	31.61%	32.08%	32.62%	32.41%	32.78%
Dialysis	6.10%	6.22%	6.27%	6.02%	6.79%	6.92%	6.79%	6.39%	6.58%	6.02%	6.36%	6.01%
Doctor	4.21%	4.36%	4.76%	4.86%	4.86%	5.80%	6.61%	6.80%	6.54%	6.39%	6.14%	5.95%
Hospital	1.48%	1.56%	1.57%	1.40%	1.50%	1.58%	1.69%	1.51%	1.64%	1.58%	1.68%	1.62%
Nursing Home	2.00%	2.00%	2.03%	2.00%	1.99%	1.06%	2.15%	2.07%	2.06%	2.01%	2.13%	2.00%
Residence	42.44%	42.38%	42.38%	42.46%	42.42%	42.37%	41.85%	42.09%	42.29%	42.50%	42.39%	42.53%
Other	9.14%	6.04%	5.89%	6.08%	5.78%	5.23%	5.03%	4.87%	4.07%	3.99%	3.99%	4.26%

SFY 2015	July	August	September	October	November	December	January	February	March	April	May	June
Trip Volume												
Total Gross Reservations	470,711	426,250	430,048	447,783	389,472	439,974	410,627	370,485	406,139	407,817	390,261	409,973
Total Cancellations	79,375	63,590	69,430	63,254	77,227	92,373	78,306	83,007	58,833	52,133	56,976	54,853
Cancellation %	16.86%	14.92%	16.14%	14.13%	19.83%	21.00%	19.07%	22.40%	14.49%	12.78%	14.60%	13.38%
Total Net Authorized Trips	391,336	362,660	360,618	384,529	312,245	347,601	332,321	287,478	347,306	355,684	333,285	355,120
Monthly Members	260,697	263,688	245,776	270,844	278,560	272,814	268,235	261,282	264,652	266,871	266,761	273,812
Utilization Rate	66.62%	72.71%	68.15%	70.44%	89.21%	78.48%	80.72%	90.89%	76.20%	75.03%	80.04%	77.10%
Level of Service Distribution												
Ambulatory	81.78%	81.17%	81.19%	81.00%	80.78%	80.69%	80.78%	80.62%	80.59%	80.70%	80.81%	80.90%
Wheelchair	15.65%	16.10%	16.24%	16.43%	16.43%	16.43%	16.28%	16.55%	16.63%	16.45%	16.36%	16.29%
Stretcher	1.64%	1.77%	1.60%	1.58%	1.76%	1.83%	1.83%	1.68%	1.74%	1.78%	1.70%	1.71%
Van Stretcher	0.93%	0.97%	0.97%	0.98%	1.03%	1.04%	1.11%	1.15%	1.05%	1.06%	1.13%	1.09%
Distribution by Type of Facility												
Adult Day Care	2.31%	2.32%	2.33%	2.30%	2.24%	2.21%	2.26%	2.16%	2.20%	2.25%	2.21%	2.28%
Assisted Living	2.36%	2.39%	2.41%	2.30%	2.25%	2.04%	1.88%	1.75%	1.78%	1.89%	1.93%	1.93%
Behavioral Health	32.45%	32.85%	33.09%	33.47%	32.74%	33.17%	32.90%	32.83%	33.39%	33.42%	33.04%	33.26%
Dialysis	6.07%	6.19%	6.25%	6.09%	6.91%	6.88%	6.84%	6.95%	6.39%	6.25%	6.70%	6.18%
Doctor	5.81%	5.71%	5.88%	5.85%	5.59%	5.35%	5.46%	5.14%	5.44%	5.45%	5.30%	5.30%
Hospital	1.65%	1.68%	1.52%	1.41%	1.59%	1.48%	1.65%	1.58%	1.52%	1.53%	1.54%	1.51%
Nursing Home	2.01%	1.99%	2.05%	1.95%	2.11%	2.00%	2.01%	2.02%	1.98%	1.95%	1.96%	1.93%
Residence	42.65%	42.54%	42.26%	42.31%	42.12%	42.58%	42.57%	42.59%	42.79%	42.79%	42.76%	42.84%
Other	4.69%	4.33%	4.21%	4.32%	4.45%	4.29%	4.43%	4.98%	4.51%	4.47%	4.56%	4.77%

Source: LogistiCare & DMAS Reports

ATTACHMENT X:
PROSPECTIVE MEMBER AND PAYMENT INFORMATION

SFY 2015	July	August	September	October	November	December	January	February	March	April	May	June	Payment
OTHER ABAD-ADULTS 21+	96,973	96,758	95,466	96,151	96,881	96,207	95,806	73,583	73,723	74,693	74,424	74,719	$ 34,132,451
OTHER ABAD-CHILDREN UNDER 21	7,280	7,427	7,281	7,419	7,635	7,666	7,707	7,901	7,950	8,048	8,151	8,314	$ 1,340,091
ABAD-MR/DD WAIVER	10,940	11,003	11,000	11,100	11,101	11,129	11,130	11,165	11,131	11,147	11,144	11,183	$ 31,253,996
ABAD-NURSING HOME	19,369	19,227	19,177	19,504	19,440	19,503	19,170	15,726	15,726	15,795	15,821	16,043	$ 9,328,298
FAMIS-CHILDREN UNDER 21	2,170	2,270	2,350	3,227	3,513	3,471	3,294	4,269	4,309	4,039	3,827	4,041	$ 209,929
PLAN FIRST	52,088	54,474	56,406	72,627	76,712	77,804	78,844	85,351	90,876	94,989	98,444	103,007	$ 616,094
TANF-ADULTS 21+	14,945	15,098	9,277	13,955	15,102	13,679	12,528	15,602	14,796	14,041	13,113	13,839	$ 537,931
TANF-CHILDREN UNDER 21	56,932	57,431	44,819	46,861	48,176	43,355	39,756	47,685	46,141	44,119	41,837	42,666	$ 1,199,680
Total	**260,697**	**263,688**	**245,776**	**270,844**	**278,560**	**272,814**	**268,235**	**261,282**	**264,652**	**266,871**	**266,761**	**273,812**	**$ 78,618,470**

SFY 2016	July	August	September	October	November	December	January	February	March	April	May	June	Payment
Other ABAD-ADULTS 21+	72,772	73,515	73,348	73,528	74,572	74,136	73,943	74,733	74,974	75,286	76,061	75,942	$ 28,325,341
Other ABAD-CHILDREN UNDER 21	8,313	8,505	8,589	8,574	8,708	8,634	8,597	8,825	8,866	8,839	9,030	9,028	$ 1,350,225
ABAD MR/DD WAIVER	11,179	11,191	11,212	11,231	11,331	11,422	11,484	11,572	11,585	11,583	11,624	11,615	$ 37,186,498
ABAD NURSING HOME	15,594	15,786	15,866	15,960	16,132	16,062	16,026	15,948	15,989	16,106	16,351	16,325	$ 14,178,733
FAMIS-CHILDREN UNDER 21	4,044	4,174	3,854	3,632	3,947	3,559	3,235	4,100	4,003	3,630	3,881	3,330	$ 30,126
PLAN FIRST	105,907	110,354	112,700	113,738	115,394	114,711	113,119	114,336	115,244	115,226	110,830	108,484	$ 869,235
TANF-ADULTS 21+	12,904	14,884	13,846	13,057	14,107	12,589	11,232	14,153	13,578	12,917	13,623	12,720	$ 474,428
TANF-CHILDREN UNDER 21	39,705	45,090	42,895	40,742	43,306	39,267	34,878	43,330	41,607	38,608	40,544	36,424	$ 1,005,620
Total	**270,418**	**283,499**	**282,310**	**280,462**	**287,497**	**280,380**	**272,514**	**286,997**	**285,846**	**282,195**	**281,944**	**273,868**	**$ 83,420,206**

Source: DMAS

ATTACHMENT XI:
COMPLAINTS RECEIVED

Complaint Type	SFY 2014	SFY 2015	Totals
Facility Issue	24	31	55
Broker Issue	493	290	783
No Vehicle Available	1,088	393	1,481
Provider Late	21,251	24,449	45,700
Provider No Show	4,577	5,414	9,991
Rider Issue	248	183	431
Rider No Show	5,183	3,390	8,573
Transportation Provider	1,197	1,039	2,236
Transportation Provider Early	174	196	370
Vehicle Issue	27	20	47
Wheelchair Tie Down Issue	2	3	5
Total Complaints	34,264	35,408	69,672
Total Net Trips	4,316,889	4,170,183	
Percent	0.79%	0.85%	

Source: LogistiCare's Monthly Reports

ATTACHMENT XII:
PROJECTED MEMBERS BY RATE CATEGORY DURING THE CONTRACT PERIOD

Rate Category	Covered NEMT Population	Projected Population Reflecting CCC Plus and MEDALLION 4.0 Implementation							
	Jun-16	7/1/2017	9/1/2017	10/1/2017	11/1/2017	12/1/2017	1/1/2018	4/1/2018	10/1/2018
ABD <21	9,029	7,827	5,904	5,092	3,128	3	3	3	3
ABD 21+	76,060	64,571	49,179	41,692	18,312	74	74	74	74
FAMIS	3,880	3,880	3,880	3,880	3,880	3,880	3,880	3,717	2,904
MR/DD Waiver	11,624	11,624	11,624	11,624	11,624	11,624	11,624	11,624	11,624
Nursing Home	16,350	13,370	9,825	7,458	2,685	3	3	3	3
Plan First	110,829	110,829	110,829	110,829	110,829	110,829	110,829	110,829	110,829
TANF <21	40,544	40,385	40,118	40,037	39,810	39,515	39,515	37,614	28,111
TANF 21+	13,623	13,606	13,558	13,535	13,491	13,470	13,470	12,677	8,714
Total	281,937	266,091	244,917	234,147	203,758	179,398	179,398	176,542	162,260

ATTACHMENT XIII:
REQUIRED REPORTS

REPORT NAME	DESCRIPTION/DATA NEEDED
Weekly and Monthly	
Call Center	Documentation regarding all inbound and outbound calls as outlined in Section 4.2 and SLAs in Section VIII
Monthly	
Late and Missed Complaint Trips	Number of trips scheduled that are late/missed by reason and by region
NEMT Provider Network Changes	Provider network changes (e.g., terminations and additions) detail report
No Vehicle Available (NVA) Report	Number of NVA by region with trip detail information
NEMT Provider No Show Report	Number of NEMT provider no shows by region with trip detail information
Unfulfilled Trip Report	Summary report of incomplete trips, by type, by region
Member Complaints	All complaints from members, including a summary total and complaint details, including valid, invalid and open complaints
NEMT Provider Complaints	All complaints from NEMT providers including summary total and complaint details, including valid, invalid and open complaints
Facility and other Medicaid Service Provider Complaints	All complaints from facilities and other Medicaid service providers, including a summary total and complaint details, including valid, invalid and open complaints
Discharges from Hospitals and Emergency Departments	For each member discharged from a hospital or emergency department, report the following: • Time request is made by hospital or Emergency Dept. • Scheduled time and date of hospital or Emergency Dept. discharge request • Actual pick-up time from hospital or Emergency Dept. • Actual drop-off time
Trip Detail Report	Number of trips scheduled by Region, by Level of Service, and by Subset (exception indicator and/or Aid Category): • Number of trips cancelled by reason. Include whether trip was cancelled by member or provider • Number of trips completed, including alternative transportation (public transportation, gas reimbursement, and volunteer driver) • Total trip mileage • Unduplicated Riders and Unduplicated Total Riders • Number of completed trips by destination (e.g., pharmacy, doctor, residence, hospital) • Denied Trip - includes reason for denied trip (e.g., has access to vehicle, non-covered service, lack of 5-day notice, needs 911, ineligible for Medicaid, inappropriate service level request, refused closest provider, etc.) • Public Transit Trips (listed by transit agency and ridership)
Completed Trips by Day of Week	Completed trips by Region and Level Of Service • Number of completed weekday (Monday-Friday) trips • Number of completed weekend (Saturday and Sunday) trips
Prompt Pay Report	Clean claims paid within 30/45/60 days of invoice & Pending claims more than 60 days old
Stale Dated Checks	Checks outstanding or uncashed after the 150-day mark for review and potential follow up with the providers

Financial Report	Submit complete, timely, reasonable, and accurate financial data to the Department within 48 hours of the Contractor's payment cycle and in the form and manner specified by the Department. Standard formats, required data elements, and other submission requirements shall be detailed in supporting documentation.
CL/FIS Member Trip Information	• Number of CL/FIS members eligible for transportation to include Unduplicated Riders using transportation services • Number of CL/FIS standing orders • Number of trips by member each day of the week • Number of CL/FIS members requiring attendants
Vehicle Inspections	• Number of vehicles due for inspection by Level of Service • Number of vehicles actually inspected by Level of Service • Number of vehicles that passed inspection by Level of Service • Number of vehicles that provisionally passed inspection by Level of Service • Number of vehicles that failed inspection by Level of Service
Field Monitoring Report	• Summary of driver infraction program as outlined in 4.5 Driver, Attendant, and Vehicle Requirements • Number of drivers checked for driver requirements (i.e. no driver's license, no training, no name tag) • Number of vehicles monitored for contractual vehicle requirements • Names, and dates, of locations monitored • Types of monitoring completed (i.e. on time, wheel chair securement, seat belts fastened, etc.) • Name of person contacted at location
Encounter Submissions Certification	Signed form supplied by DMAS at contract signing that attests to the accuracy and completeness of the encounter data submitted Submitted by encounter submission calendar
Contractor Website Utilization	• Total site visits by facilities and by members (FFS VS. MCO - if Contractor has additional MCO Transportation Broker contracts) • Number of visits by page • Monthly comparisons (trends) • Unique Visitors
Outreach Activities	• Name of entity that received outreach • Date of outreach activity • Detailed reason for outreach activity • Result of outreach activity
Incidents/Accidents Within 24 Hours (with injury) Within 48 Hours (without injury) Monthly Summary Report with Details	Number of accidents and incidents reported with descriptive reason. Contractor shall submit a Final Written report for each incident and accident that takes into consideration Contractor's findings from the investigation after the initial report. Final report to include written summary, copies of documents that supports investigation (i.e., police reports, APS reports, written provider/driver statements)
Quarterly	
CL/FIS Members	• Advisory Board Minutes from all Regions • Monthly Accident-Incident Reports • Quality Assurance Report • Training Outreach by Region

Expense Verification Report	Report showing expenditures for transportation services for direct transportation costs and indirect costs for fee-for-service Medicaid and FAMIS fee-for-service members covered by this contract (by line item) Include Accrual Schedule and IBNR Lag triangle
Small, Women or Minority-Owned Business (SWAM)	Requirements as outlined in Section 20.11 Report SWAM services conducted in the previous quarter
Quarterly Financial Statement	Report financial information specific to the Virginia Medicaid line of business. Financial statements should include balance sheet and income statement that reconcile to the prior quarter reports and to the expense verification report.
NEMT Provider Liquidated Damages and Sanctions	Provider Penalties: • Number of non-emergency transportation provider penalties listed by provider • Reason for penalties • Penalty amount withheld
Annual	
Member Satisfaction Survey	The Contractor will subcontract with a third party to conduct an annual member satisfaction survey that asks about ease of scheduling trips, timeliness of services, non-emergency transportation provider courtesy, among other topics. The survey methodology and questions will be approved by DMAS prior to conducting the survey.
Facility and Other Medicaid Service Provider Satisfaction Survey	The Contractor will subcontract with a third party to conduct an annual facility satisfaction survey that asks about ease of scheduling trips, timeliness of services, non-emergency transportation provider courtesy, among other topics. The survey methodology and questions will be approved by DMAS prior to conducting the survey.
NEMT Provider Satisfaction Survey	The Contractor will subcontract with a third party to conduct an annual non-emergency transportation provider satisfaction survey that asks about adequacy of training, communication with Contractor, and timeliness of reimbursement, among other topics. The survey methodology and questions shall be approved by DMAS prior to conducting the survey.
Audited Annual Financial Report	• Report audited financial statements specific to the Virginia Medicaid line of business • Last two years of annual information must be included
Annual Transportation Report	A report card summary of the prior contract year that describes topics including, but not limited to: • Services provided • Transportation provider network • Outreach activities • Trainings and educational activities • Complaints and appeals; • Challenges faced and how these were addressed • New services or innovations implemented • Proposed program enhancements for the following SFY

NEMT Provider Network Annual Full File	Submit an annual list of all NEMT providers with the following data elements: • Provider name • Contact name • Email address • Business phone number • Type of Vehicle • Number of vehicles added • Number of vehicles deleted • Geographic coverage area
Unclaimed Property Due November 30th of each year	Number of uncashed non-emergency transportation checks reported to the Virginia Unclaimed Property Division
Amount paid to each provider for performance based bonus program(s)	Example: semi-annual pay out equaling liquidated damages collected
Industry Best Practices	Updated report on industry best practices to include • New technology • Cost saving measures (to include up to 5 year projections)
Program Integrity Plan	Outlines how the Contractor identifies and reports suspected fraud and abuse. Summarizes the number and nature of incidents of potential or actual fraud and abuse, the monitoring tools and controls necessary to protect against theft, embezzlement, fraudulent practices or other types of fraud and program abuse, and describe the type and frequency of training that will be provided to detect fraud. Includes a summary of cost-avoidance practices and outcomes.
Suspected Fraud and Abuse	Detailed account of the incident, including names, dates, and places of potential or actual fraudulent activities and results, and overpayments and recoupments.
State Referred Reports	
NEMT Provider File for Encounter Processing Due at least one week prior to each submission of encounters	Submit NEMT provider network, to add, update, or terminate a provider in the DMAS system
AD HOC Reports – as needed	These may include but not limited to FOIA Requests, DOJ requests, JLARC requests, TPL reports, etc.

Notes:

1. Each leg of a trip is to be counted for purposes of reporting (i.e., do not report round trips as one trip in reports).
2. All reports shall be delivered electronically via secure site.
3. Report formats will be mutually agreed upon.

ATTACHMENT XIV:
NEMT PROVIDER FILE FORMAT AND DATA ELEMENTS (PSF106)

430	DE NUMBER	FIELD NAME	LEN	TARGET TABLE	RULES	UPDATABLE	COMMENTS
1	430	PE_PGMENRL-RECORD					
2	DE4700	PE-VENDOR-NPI	10	#N/A	Value set lookup. If the Vendor NPI on the first record on each file is not a valid NPI the entire file will be rejected. All subsequent records must have the same Vendor NPI or the records will generate an error.	No (key field)	This is the vendor's NPI. Identifies the Vendor submitting the file. Used to identify the Internal PID for the Provider cross reference record.
3	DE4700	PE-NPI-ID	10	PS_NPI_XREF	Numeric, and Validate Check digit	No (key field)	The NPI of a servicing or billing provider (transportation provider)who may appear on an encounter from the vendor
4	DE4142	PE-API-FLAG	1	PS_PROVIDER	Y or N Y denotes an API, N and NPI USE N ONLY	No (key field)	Indicates whether or not the PE-NPI-ID is an NPI or API Y denotes an API, N and NPI. API's will not be used for NEMT.
5	DE0000	PE-VENDOR-PTLOC-ID	15	PS_ALT_ID	Not Spaces. A vendor supplied ID that uniquely defined a Provider type/Location for an NPI	No (key field)	A vendor supplied Identifier that uniquely defines an enrollment site. A site is a physical location of the practice with specific provider type. If a provider practices under multiple provider types, then additional site enrollments are required for each additional provider type. The PE-VENDOR-PTLOC-ID is used identify a specific Provider type/location site enrollment for updates. If the Transportation provider has multiple locations then assign a unique number to each location and send the number in this field
6	DE4205	PE-PROG-BEGIN-DATE	10	PS_NPI_XREF	Valid Date, the date of enrollment in the vendor's provider network, may be retroactive. On or before the earliest service date of any encounter to be submitted. Format "MM/DD/YYYY"	Yes	All NEMT enrollments are to be added to Program 15.
7	DE4206	PE-PROG-END-DATE	10	PS_PROV_PGM	Blank or Valid Date >= PE-PROG-BEGIN-DATE Format "MM/DD/YYYY" Blank denotes open-ended eligibility which is the usual case.	Yes	An end date after the begin date cancels on the end date. An end date on or before the begin date cancels on the begin date with cancel reason 99. End date PS_PROV_PROV_REL types 20 and 21 with the program end date.

430	DE Number	Field Name	Len	Target Table	Rules	Updatable	Comments
							The end date applies to the specific site (PTLOC) only.(example: Provide the end date when the transportation provider is terminated from the network.)
8	DE4006	PE-PROV-TYPE	3	PS_NPI_XREF	Vendor will send valid Provider type based on the PT/ Taxonomy cross reference. Table lookup in the MMIS to verify valid Provider type. (See attachment) For NEMT, the valid provider class types are 80, 81, 82, 83, and 84	Yes	If changed, cancels old Provider type the day before the new begin date, and adds the new Provider type with open ended end date. Except that, If the old provider type would cancel before it's begin date then it will cancel on it's begin date with reason "99".
9	DE4010	PE-TYPE-BEGIN-DATE	10	PS_PROV_PVTYPE	Valid Date >= PE-PROG-BEGIN-DATE Format "MM/DD/YYYY"	Yes	Valid date on or after the Program Begin date. PE-TYPE-BEGIN-DATE is usually same as PE-PROG-BEGIN-DATE
10		PE-PROVIDER-SPEC	Occurs 5				
11	DE4007	PE-PROV-SPEC	15	PS_SPECIALTY	Vendor will send Valid Specialties based in Proc/Specialty crosswalk. Table Lookup Valid for Provider type. Occurs 5 (can have multiple specialties). Can be Blank.	Yes	For Update, If the Provider does not have the Specialty then it is added new. No delete.
12	DE4210	PE-PROV-SPEC-BEGIN	50	PS_PROV_SPEC	Valid Date >= PE-PROG-BEGIN-DATE Format "MM/DD/YYYY"	Yes	Required when the PE-PROV-SPEC is not blank. May not be blank when the matching occurrence of PE-PROV_SPEC is not blank.
13	DE4391	PE-GROUP-IND	1	PS_PROVIDER	"I" or "G" Set C_INDEF_AGREE_CVAL and C_PROV_CLASS_CVAL	Yes	"I" is an Individual provider "G" is a group provider - Only Billing provider.
14	DE4249	PE-NAME-TYPE	1	PS_NAME	B or I When "I" Set C_NPI_TYPE to "1" otherwise "2"	No	"B" is a Business Name. "I" is an individual name. Inserted on prime row only when an NPI is new to the system.
15		PE-PROVIDER-NAME					If PS-NAME-TYPE is "B" the entire 40-byte Provider name is considered to be a single business name. When the PE_NAME_TYPE is "I" then the name is considered to be parsed by last, first, MI, suffix and title.
16	DE4065	PE-LAST-NAME	19	PS_NAME	Alpha-numeric, not blank	No	Inserted on prime row only when an NPI is new to the system.
17	DE4086	PE-FIRST-NAME	12	PS_NAME	Not Spaces if PE-NAME-TYPE = " I"	No	Inserted on prime row only when an NPI is new to the system.
18	DE4087	PE-MIDDLE-INITIAL	1	PS_NAME	Alpha-numeric or blank	No	Inserted on prime row only when an NPI is new to the system.
19	DE4091	PE-NAME-SUFFIX	3	PS_NAME	Alpha-numeric or blank	No	Inserted on prime row only when an NPI is new to the system.

430	DE Number	Field Name	Len	Target Table	Rules	Updatable	Comments
20	DE4084	PE-TITLE	5	PS_NAME	Alpha-numeric or blank	No	Inserted on prime row only when an NPI is new to the system.
21		PE-ADDRESS			Actual Site location		
22	DE4096	PE-ATTN-LINE	40	PS_PHYSICAL_ADDR	Alpha-numeric or blank	Yes	This is the Attention Line. Make a full text compare and replace if different
23	DE4097	PE-ADDRESS-LINE	40	PS_PHYSICAL_ADDR	Alpha-numeric not blank	Yes	Make a full text compare and replace if different
24	DE4130	PE-CITY	17	PS_PHYSICAL_ADDR	Alpha-numeric not blank	Yes	Make a full text compare and replace if different
25	DE4098	PE-STATE	2	PS_PHYSICAL_ADDR	MMP needs to send a valid state code. Table lookup - GL_CODE_VALUE(291)	Yes	Replace if different. If the State is "VA" the ZIP code must be in state. If the State is not "VA" then the ZIP must be 5 or 9 digit numeric
26	DE4099	PE-ZIP-CODE	9	PS_PHYSICAL_ADDR	Numeric, Table Lookup - RF_ZIP_CODES	Yes	Makes a 9 digit compare and replaces if different. ZIP must be 5 or 9 digit numeric left justified.
27	DE4201	PE-CONTACT-NAME	40	PS_PHYSICAL_ADDR	Alphabetic or blank	Yes	Makes a full text compare and replaces if different.
28	DE4089	PE-LOCALITY	3	PS_PROVIDER	MMPs supply valid Fips code Table Lookup - RF_LOCALITY	Yes	Replace if different.
29		PE-PHONE					
30	DE4090	PE-PHONE-NUM	10	PS_PROV_PHONE	Blank or numeric	Yes	Replace if different.
31	DE4506	PE-PHONE-NUM-EXT	4	PS_PROV_PHONE	Blank or numeric	Yes	Replace if different
32		PE-LANGUAGE	Occurs 5				
33	DE4420	PE-LANGUAGE	5	PS_PROV_LANG	Valid code or blank. Table Lookup - GL_CODE_VALUE (102)	No	Up to five allowed. Add new if same language is not already on file. No delete capability. Each code is 1 byte Valid Codes are: E ENGLISH F FARSI H HINDI K KOREAN O OTHER S SPANISH V VIETNAMESE
34	DE4544	PE-TAX-ID	9	PS_ALT_ID	Provider FEIN, Numeric.	No	Stores a non-payable information-only Tax ID (Type "Y"). Only added with prime row on new NPI enrollment.
35	DE4500	PE-EPSDT-IND	1	PS_PROVIDER	Y or N Y means the provider may submit early screening and diagnostic testing encounters. N means the provider does not submit early screening and diagnostic testing.	Yes	Replace if different. "Y" is unlikely in a Medicare environment. For NEMT Transportation providers this will always be “N”

430	DE Number	Field Name	Len	Target Table	Rules	Updatable	Comments
36	DE4246	PE-GRP-ASSOC	1	PS_PROV_PROV_REL	0 or 1 -PCP Indicator "0" means not a PCP Provider "1" is a PCP Provider	Yes	Applies to type 21 provider relation row only. For NEMT Transportation providers this will always be “0”
37	DE4247	PE-ASSIGNMENT-IND	1	N/A	Y or N Y Indicates the NPI is eligible for Intelligent Assignment. Insert PS_PROV_PROV_REL type "20"	N/A	When Y insert a type 20 provider relations row. If the row exists update the dates if changed. For NEMT Transportation providers this will always be “N”
38	DE4539	PE-ASN-BEGIN-DATE	10	PS_PROV_PROV_REL	Valid beginning date for Intelligent Assignment Format "MM/DD/YYYY"	Yes	Only referenced if PE-ASSIGNMENT-IND = Y Applies to type 20 row. For NEMT Transportation providers this will always be blank
39	DE4540	PE-ASN-END-DATE	10	PS_PROV_PROV_REL	Valid ending date for Intelligent Assignment. Blank or Valid Date >= PE-ASN-BEGIN-DATE Format "MM/DD/YYYY" Usually Blank - Meaning Open-ended	Yes	Only referenced if PE-ASSIGNMENT-IND = Y Applies to type 20 row. For NEMT Transportation providers this will always be blank
40	DE4395	PE-TAXONOMY	10		The value associated with NEPPS when provider requested their NPI number	Yes	Replace if different
41		FILLER	42		N/A		

ATTACHMENT XV:
ENCOUNTER RECONCILIATION REPORT DATA ELEMENTS

Contractor shall submit complete, timely, reasonable, and accurate financial data to the Department within five (5) business days from Contractor's payment disbursement date for each payment cycle. This report must include total count of claims and dollar amount paid to each provider for a given payment cycle. This report will be used to reconcile Encounter data.

File naming convention:
ERR + underscore+ Payment Cycle end date (YYMMDD)
Example: name of the report for payment cycle of September 07, 2017 and September 22, 2017 must be **ERR_170922**

Report format and data elements:

Payment_Date	Provider_NPI	Provider_Name	Taxonomy_Code	Claims_Count (Paid)	Claims_Count (Denied)	Claims_Remittance_AMT (+/-)

ATTACHMENT XVI:
OFFEROR'S COST DETAILS FOR PRICING

Schedule A-1: Total Price

Item	Subtotal	Price
Start-up/Implementation: (*period between date of signing contract with DMAS and date of start of operations.)* (Total from Schedule B-1)		$
Average Annual Contract Cost for Year 1 (Total from Schedule B-2)	$	
Average Annual Contract Cost for Year 2 (Total from Schedule B-3)	$	
Average Annual Contract Cost for Year 3 (Total from Schedule B-4)	$	
Total Contract Cost Over 3 Years (Add amounts in left column)		$
Total Cost Proposal (Start-up/Implementation plus Annual Costs Over 3 years)		$
Note: The Total Cost Proposal dollar amount will also be used for RFP 2018-01 Small Business Subcontracting Plan Scoring purposes.		

Schedule B-1: Startup and Implementation Calculation Chart

Item	Price
A. Staffing	$
B. Facilities	$
C. Hardware	$
D. Software (including maintenance)	$
E. Supplies and Materials	$
F. Telecommunications	$
G. Equipment	$
H. Website	
Other Costs (itemize: add more rows as necessary)	
A.	$
B.	$
C.	$
Total Startup/Implementation Costs[1] (Add totals in far right column)	$
Note 1: This amount will be transferred to Schedule A-1 in row labeled "Start-up/Implementation cost." **Note 2:** Reference Section 17.3 Cost Proposal for disallowable administrative costs.	

Startup/Implementation will be reimbursed 30 days after successful implementation as determined by DMAS.

Schedule B-2: Administrative PMPM Calculation Chart YEAR 1
April 1, 2018 through March 31, 2019

Rate Category	Age Group	Average Monthly Enrollment Volumes[1]	Per Member Per Month (PMPM) Administrative Cost	Average Monthly Category Administrative Cost (Combined PMPM Costs x Avg. Monthly Enrollment)	Average Annual Category Cost[2] (Average Monthly Administrative Cost x 12 months)
CL Waiver[3] FIS Waiver[3] BI Waiver[3]	**All Ages**	12,100	$	$	$
Nursing Home	**All Ages**	3	$	$	$
Other ABAD	**Children Under 21**	3	$	$	$
Other ABAD	**Adults 21+**	74	$	$	$
FFS FAMIS	**Children under 21**	3,555	$	$	$
TANF	**Children under 21**	34,865	$	$	$
TANF	**Adults 21+**	12,174	$	$	$
Plan First	**All Ages**	110,829	$	$	$

Total Annual Cost[5] (Add totals in far right column)

Note 1: Average Monthly Enrollment Volumes based on enrollment projections provided in Attachment XII. This number represents SFY 2018 projected average monthly enrollment and will be used for RFP Cost Proposal evaluation purposes only. Figures to not reflect actual enrollment volumes.

Note 2: Average annual cost calculated by the Offeror in this table does not represent the actual amounts to be paid in the performance of the contract. Amount paid to the winning Offeror in the performance of the contract will be based on their proposed administrative PMPM and the actual monthly enrollments for each category.

Note 3: Community Living Waiver (formerly "Intellectual Disabilities" Waiver). Family and Individual Supports Waiver (formerly "Developmental Disabilities" Waiver). Building Independence Waiver (Formerly "Day Support" Waiver).

Note: DMAS will be making changes to the Medallion 3.0 program during FY 2018 and FY 2019. The Medallion 3.0 program will be terminated and a new Medallion 4.0 program will be procured. The new Medallion 4.0 program will no longer exclude individuals who are Medicaid eligible and have other major health coverage referred to as TPL (Third Party Liability) coverage. This change will reduce the projected members covered under this contract. The affected members will be in the FAMIS and TANF rate categories. The implementation of Medallion 4.0 will be staggered by region over the period from April 2018 through October 2018. Please see Attachment XII for the projected population schedule.

Note: This amount shall be transferred to Schedule A-1 in row labeled "Average Annual Contract Cost for Year 1."

Schedule B-3: PMPM Calculation Chart YEAR 2
April 1, 2019 through March 31, 2020

Rate Category	Age Group	Average Monthly Enrollment Volumes[1]	Per Member Per Month (PMPM) Administrative Cost	Average Monthly Category Administrative Cost (Combined PMPM Costs x Avg. Monthly Enrollment)	Average Annual Category Cost[2] (Average Monthly Administrative Cost x 12 months)
CL Waiver[3] **FIS Waiver[3]** **BI Waiver[3]**	**All Ages**	12,100	$	$	$
Nursing Home	**All Ages**	3	$	$	$
Other ABAD	**Children Under 21**	3	$	$	$
Other ABAD	**Adults 21+**	74	$	$	$
FFS FAMIS	**Children under 21**	2,904	$	$	$
TANF	**Children under 21**	25,563	$	$	$
TANF	**Adults 21+**	9,582	$	$	$
Plan First	**All Ages**	110,829	$	$	$
Total Annual Cost[5] (Add totals in far right column)					

Note 1: Average Monthly Enrollment Volumes based on enrollment projections provided in Attachment XII. This number represents SFY 2019 projected average monthly enrollment and will be used for RFP Cost Proposal evaluation purposes only. Figures to not reflect actual enrollment volumes.
Note 2: Average annual cost calculated by the Offeror in this table does not represent the actual amounts to be paid in the performance of the contract. Amount paid to the winning Offeror in the performance of the contract will be based on their proposed administrative PMPM and the actual monthly enrollments for each category.
Note 3: Community Living Waiver (formerly "Intellectual Disabilities" Waiver). Family and Individual Supports Waiver (formerly "Developmental Disabilities" Waiver). Building Independence Waiver (Formerly "Day Support" Waiver).
Note: DMAS will be making changes to the Medallion 3.0 program during FY 2018 and FY 2019. The Medallion 3.0 program will be terminated and a new Medallion 4.0 program will be procured. The new Medallion 4.0 program will no longer exclude individuals who are Medicaid eligible and have other major health coverage referred to as TPL (Third Party Liability) coverage. This change will reduce the projected members covered under this contract. The affected members will be in the FAMIS and TANF rate categories. The implementation of Medallion 4.0 will be staggered by region over the period from April 2018 through October 2018. Please see Attachment XII for the projected population schedule.
Note: This amount shall be transferred to Schedule A-1 in row labeled "Average Annual Contract Cost for Year 2."

Schedule B-4: PMPM Calculation Chart YEAR 3
April 1, 2020 through March 31, 2021

Rate Category	Age Group	Average Monthly Enrollment Volumes[1]	Per Member Per Month (PMPM) Administrative Cost	Average Monthly Category Administrative Cost (Combined PMPM Costs x Avg. Monthly Enrollment)	Average Annual Category Cost[2] (Average Monthly Administrative Cost x 12 months)
CL Waiver[3] FIS Waiver[3] BI Waiver[3]	**All Ages**	12,100	$	$	$
Nursing Home	**All Ages**	3	$	$	$
Other ABAD	**Children Under 21**	3	$	$	$
Other ABAD	**Adults 21+**	74	$	$	$
FFS FAMIS	**Children under 21**	2,904	$	$	$
TANF	**Children under 21**	25,563	$	$	$
TANF	**Adults 21+**	9,582	$	$	$
Plan First	**All Ages**	110,829	$	$	$

Total Annual Cost[4] (Add totals in far right column)

Note 1: Average Monthly Enrollment Volumes based on enrollment projections provided in Attachment XII. This number represents SFY 2019 projected average monthly enrollment and will be used for RFP Cost Proposal evaluation purposes only. Figures to not reflect actual enrollment volumes.
Note 2: Average annual cost calculated by the Offeror in this table does not represent the actual amounts to be paid in the performance of the contract. Amount paid to the winning Offeror in the performance of the contract will be based on their proposed administrative PMPM and the actual monthly enrollments for each category.
Note 3: Community Living Waiver (formerly "Intellectual Disabilities" Waiver). Family and Individual Supports Waiver (formerly "Developmental Disabilities" Waiver). Building Independence Waiver (Formerly "Day Support" Waiver).
Note 4: This amount shall be transferred to Schedule A-1 in row labeled "Average Annual Contract Cost for Year 3."

Schedule B-5: PMPM Calculation Chart

CONTRACT YEARS 1, 2, and 3

Schedule B-5: Monthly Administration Cost Calculation Chart

Costs for Virginia Medicaid fee-for-service Non-Emergency Transportation Services

Item[1]	Year 1	Year 2	Year 3
A. Staffing (itemize by category)	$	$	$
B. Facilities (pro-rated share of rent, utilities, building services)	$	$	$
C. Hardware	$	$	$
D. Software (including maintenance)	$	$	$
E. Equipment	$	$	$
F. Telecommunications	$	$	$
G. Office Supplies and Materials	$	$	$
H. Subcontracts (itemize)[2]	$	$	$
Other Costs (itemize: add more rows as necessary)			
A.	$	$	$
B.	$	$	$
C.	$	$	$
Total Administration Costs[3]	**$**	**$**	**$**

Note 1: Reference RFP Section 17.3 for disallowable administrative costs.
Note 2: Subcontract category **excludes** subcontracts with NEMT service providers.
Note 3: These amounts shall support total administrative annual costs in Schedules B.2, B.3, and B.4.

Cost Proposal *Optional Services*

Schedule C.1

DMAS Out of State Transportation[1]

	Air Ambulance	Ground Transport	Direct Bill Hotels	Member[2]	Airline Tickets
Direct Costs					
Rates *(include discounts)*	$	$	$	$	$
% discount, if applicable					
Indirect Costs[3]					
NEMT Contractor Percent of Direct Costs	%	%	%	%	%

Note 1: Reference Section 4.13 Optional Services.
Note 2: Member category includes reimbursements for gas, rental cars, per diem, parking, fuel, tolls and other incidental expenses incurred by the member, member's family member or friend.
Note 3: Reference Section 17.3 Cost Proposal for disallowable administrative costs.
Note 4: Cost Proposal for Optional Services will not be included in the scoring of the proposals or evaluation process.
Note 5: Air Ambulance Costs should include non-emergency in-state, non-emergency out-of-state, and urgent or non-emergency air ambulance trips. Emergency services are excluded.

Cost Proposal *Optional Services*

Schedule C.2

Member Technology[1]

Direct Costs (Itemize)	Price Year 1	Price Year 2	Price Year 3
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Subtotal Direct Costs	$	$	$
Indirect Costs[2]			
NEMT Contractor Percent of Direct Costs	%	%	%
Subtotal Indirect Costs	$	$	$
Total Costs[3]	$	$	$

Note 1: Reference Section 4.13 Optional Services.
Note 2: Reference Section 17.3 Cost Proposal for disallowable administrative costs.
Note 3: Cost Proposal for Optional Services will not be included in the scoring of the proposals or evaluation process.

Cost Proposal *Optional Services*

Schedule C.3

Psychiatric Transport

PMPM Category Psychiatric Transport Description of Services[1]	**Additional Per Member Per Month (PMPM) Cost[2]**
Urgent or scheduled non-emergency Psychiatric transport or transfer, to approved psychiatric facility or hospital by non-emergency ambulance.	$0
Note 1: Reference Section 4.13 Optional Services. **Note 2:** This rate is supplemental to the PMPM contracted rate. **Note 3:** Cost Proposal for Optional Services will not be included in the scoring of the proposals or evaluation process.	

Psychiatric Transport Supplemental PMPM Supporting Detail (Itemize)[1]	**Price**
1.	$
2.	$
3.	$
4.	$
Total	$
Note 1: Reference Section 17.3 Cost Proposal for disallowable administrative costs.	

ATTACHMENT XVII:
REFERENCE FORM

RFP 2018-01

Contract Name:	
Customer name and address:	
Customer contact and title:	
Contact Phone number:	
Scope of Services of Contract:	
Contract Type (fixed price, fee for service, capitation, etc):	
Contract Size (# of members eligible , # of members served, etc):	
Contract Period:	
Number of Contractor staff assigned to contract:	
Any legal or adverse contractual actions against the Offeror related to the project:	
Annual Value of Contract:	

ATTACHMENT XVIII:
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

To Be Completed By Offeror and Returned With Your Technical Proposal

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and states the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must include only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of such information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal may be scored lower or eliminated from further consideration.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.
Date

Signature: _____ Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

ATTACHMENT XIX:
SMALL BUSINESS AND SUBCONTRACTING PLAN

To Be Completed By Offeror and Returned With Your Cost Proposal

Note: The text of definitions section below comes directly from APSPM Annex 7-G. This text shall not be construed to reflect independent definitions or status decisions by the Department. Reference §19.1 of the RFP

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan. For evaluation purposes of this procurement, the Small Business and Subcontracting Plan should only include small businesses proposed to be used as subcontractors in performing the scope of work and paid with administrative dollars as outlined in the Offeror's Cost Details for Pricing (Attachment XVI), and should not include anticipated small business utilization of the Offeror's provider network. Offerors will only be scored on this submission. However, the winning Offeror is highly encouraged to ensure eligible firms in its provider network obtain DSBSD certification for small business. Additionally, the winning Offeror will be required to report small business expenditures quarterly on both the administrative component and provider network utilization to meet the requirements of Section 20.11 of this RFP.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the Offeror's total price for the initial contract period.

Points will be assigned based on each Offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification Number: _____Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participations will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address **DSBSD Certificate #**	**Status if Micro/Small Business is also: Women (W), Minority (M)**	**Contact Person, Telephone & Email**	**Type of Goods and/or Services**	**Planned Involvement During Initial Period of the Contract**	**Planned Contract Dollars During Initial Period of the Contract ($ or %)**
Totals $					

ATTACHMENT XX:
CERTIFICATION OF COMPLIANCE WITH PROHIBITION OF POLITICAL CONTRIBUTIONS AND GIFTS DURING THE PROCUREMENT PROCESS

For contracts with a stated or expected value of $5 million or more except those awarded as the result of competitive sealed bidding

I, _____, a representative of _____,
Please Print Name Name of Bidder/Offeror
am submitting a bid/proposal to _____ in response to
Name of Agency/Institution
_____, a solicitation where stated or expected contract value is
Solicitation/Contract #
$5 million or more which is being solicited by a method of procurement other than competitive sealed bidding as defined in § 2.2-4301 of the *Code of Virginia*.

I hereby certify the following statements to be true with respect to the provisions of §2.2-4376.1 of the *Code of Virginia*. I further state that I have the authority to make the following representation on behalf of myself and the business entity:

1. The bidder/offeror shall not knowingly provide a contribution, gift, or other item with a value greater than $50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the bid/proposal and the award of the contract.

2. No individual who is an officer or director of the bidder/offeror, shall knowingly provide a contribution, gift, or other item with a value greater than $50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the bid/proposal and the award of the contract.

3. I understand that any person who violates § 2.2-4376.1 of the *Code of Virginia* shall be subject to a civil penalty of $500 or up to two times the amount of the contribution or gift, whichever is greater.

_____
Signature

_____
Title

_____
Date

To Be Completed By Offeror and Returned With Your Technical Proposal

ATTACHMENT XXI:
STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** **>>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

To Be Completed by Offeror and Returned with Your Technical Proposal

_____
Signature

_____
Title

_____
Date

ATTACHMENT XXII:
DATA QUALITY SCORECARD

2017

NEMT Data Quality Scorecard

Department of Medical Assistance Services

Non - Emergency Medical Transportation (NEMT) Supporting Documentation

7/14/2017

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OVERVIEW

The purpose of the Data Quality Scorecard is twofold: (1) to define what the Department means by data quality, and (2) to provide the technical requirements for measuring it. The Department's measurement and feedback on data quality is necessary in order for the Contractor to understand how it might be improved. High data quality supports improved analysis, operations, policy development. It allows the Department to be a data driven organization. This document, the Data Quality Scorecard, outlines how data quality will be evaluated but does not specify how the Department will measure the quality of health care or services described by the data provided by the Contractor.

The audience for this document includes:

- The Department or its Agents responsible for setting data quality expectations for Contractors;
- Contractor(s) being held accountable for data quality as described by the Department;
- Department policy analysts, data analysts, and management responsible for understanding data quality expectations so that they can use the data to generate effective information and reports.

DIMENSIONS OF DATA QUALITY

Data quality refers to the fitness for use of the data and includes three dimensions (1) accuracy, (2) completeness, and (3) timeliness. Each dimension plays a critical role in ensuring that the data received depicts only real world events, that all real world events are represented, that all the information needed to understand the event is included, and the amount of time between the event and when the data is received is short enough to make information gleaned from the data actionable.

For example, imagine that the Department is attempting to identify members who utilize wheel-chair van service based upon the procedure codes recorded by the Contractor's providers on claims for payment (encounter data).

Records that are submitted with many invalid data fields would not be considered accurate. For this example, if the Contractor submits encounters showing that a member used wheel –chair van service, but he/she actually used taxi service, then such encounters if not corrected before submission would lead the Department to believe that the member used a wheel-chair van when he/she actually did not.

An incomplete data set might be missing records that should be included in the full data set or may include additional data that does not represent what happened. In this example if the Department was identifying members who utilize wheel-chair van service based upon procedure codes, but half of the encounters had incorrect or blank procedure code fields, then the data would not be complete.

As data has to be received quickly enough for action by the receiver, a data set would be considered untimely if it was submitted too late for the purposes of the receiver. In this example, encounters received a year after the service utilization, would be too late for the Department to reasonably understand what type of services are used by the members.

Dimension of Accuracy

Data is accurate when it correctly depicts the actual event and entity that it alleges to represent. Inaccurate data is of no value since the results would not reflect reality. Accuracy is largely evaluated by the correctness of the values found in each data field. This type of accuracy occurs when the records are structured appropriately, pass basic edits (rules placed in the encounter processing system), and fields contain reasonable values.

An example of an invalid value would occur when a principal diagnosis code field contains all Xs instead of a value deemed appropriate by industry standards. An example of a failure to pass a basic edit would occur when an encounter record is missing the date of service, as all services occur in a date in time. An example of poor structuring of data would occur when data that should be found at the ancillary line level in a professional (X12N 837-P Version 5010A1) encounter is recorded at the header level.
Another dimension of accuracy is when the data set taken as a whole is plausible when characteristics of the data align with expectations. Data may appear reasonable but still lack accuracy. An example when an encounter record would appear reasonable but not actually be accurate is when an encounter has a valid Location code for hospital discharge (HO-RE), but the member was actually transported from doctor's office to home (DO-RE).

Dimension of Completeness

Data is complete when all real world events are represented and only real world events are represented. Having a complete set of requested data is necessary in order to perform a valid analysis and to have confidence in the information generated from that data. Several questions should be considered when evaluated whether or not the data you received is complete.

1. Did you get all the data (e.g. relevant records)?
2. Did you get any surplus or duplicate data?
3. Did you get any data that purports itself as valid but actually is not?

Answering these questions can be achieved in multiple ways, including, but not limited to:

- Comparing the received data to a sampling of records from the data source;
- Summarizing the received data and comparing such summaries to the same ones as calculated by the Contractor;
- Comparing the received data to another data source that should document the same event.

Dimension of Timeliness

Data is timely when the window of time between the event and the receipt of the data by the Department is short enough for that data to be used in analysis, reporting, and as part of creation of other data sources. An example of timely submission would be when the Department receives provider data from a Contractor before it processes any other data that relies upon the provider data.

UNIFORM DATA SPECIFICATIONS

Submitted data is expected to adhere to the Uniform Data Specifications outlined in the contract. These specifications include, but are not be limited to, EDI companion guides, EDI implementation guides, NEMT Encounter Technical Manual, NEMT Data Quality Scorecard, transportation reporting requirements, or other documents referenced in the Contract. The requirements will be different for each data type and each required data field. Specifically, these guidelines will have authority on the:

- Required format for each data field;
- Adherence to industry standards either for file structure or data field valid values;
- Timeline and method for data submission;
- Required data fields including, but not limited to, the field naming convention, field type, format, and adherence to valid value lists.

Regarding the dimension of accuracy, these specifications shall be the authority for what values in a particular data field are considered accurate. For example, the EDI Companion Guide may specify that a field containing the National Provider Identifier values be populated with a numeric value of a certain length. The Data Quality Scorecard would specify what percentage of records in that data field must be populated in that manner to meet the requirements specified by the Department.

NON-COMPLIANCE PROCEDURE

Any penalties associated with non-compliance to the Data Quality Scorecard are outlined by the NEMT Contract. A notice of non-compliance will be sent by the Department to the Contractor as a result of their failure to meet any completeness, accuracy, or timeliness measures as outlined below. Compliance is measured by the contractor's submission of all encounter data that reflects the actual claims adjudicated to providers within (5) business days of the end of the approved payment cycle for all services rendered to members for which the Contractor incurred a financial liability. After the end of 5 business days the contractor will have 30 calendar days to correct and resubmit the rejected encounters. At the end of the 30 calendar days mentioned above, the Department will calculate all the three measures i.e. timeliness, accuracy and completeness.

To be considered Compliant, the Contractor must have $\geq$ 95% timely, accurate and complete submission of encounter data.

The Department will withhold $5,000 per calendar day beginning the 31st day, until the Department has determined that the non-compliance has been cured.

DATA TYPE DESCRIPTIONS

The term “encounters” encompasses all professional (X12N 837-P Version 5010A1) encounters. Encounter is a “proxy claim” for each service provided. Department utilizes the encounter reporting to evaluate all aspects of quality and utilization management.

The term “remittance” or “835” describes Transportation Claim Payment and Remittance Advice data.

The term “provider” includes data from the provider network file submitted by the Contractor.

The term “authorization” refers to service authorization data that records the services authorized for members by the Contractor.

The term “Payment Cycle” refers to the section 4.10.1.1(e) of the Contract/ RFP that states, the Contractor shall disclose its payment cycle schedules to the Department and notify the Department immediately of any changes to the payment cycle. The Contractor shall provide prior notification to the Department of any anticipated changes that may have an impact on the substance or process of data exchanges between the parties, and shall engage with testing in order to ensure continuity of existing data exchanges.

The term “Encounter Reconciliation Report” refers to Submission of complete, timely, reliable, and accurate financial data to the Department within (5) business days of the Contractor’s payment cycle and in the form and manner specified by the Department.

ACCURACY MEASURES

Data is accurate when it correctly depicts real world events and contains all of the information necessary for understanding the event. Accuracy will be assessed by what percentage of the fields below that contain accurate values, and fields can be added or removed at the Department's discretion.

The Uniform Data Specifications will determine what is considered accurate by describing all the fields' (1) required format, (2) whether the field must be populated (e.g. whether it is reasonable for a field to sometimes be blank/null), and (3) whether the field should contain values from a valid value list (e.g. procedure codes must be valid CPT/HCPCS codes). To be considered accurate, the encounter data must have a pass/accepted rate of $\geq$ 95%.

Additionally, the Department may explore accuracy by evaluating the following, for future improvement of data quality:

- Appropriateness of procedures codes respective to diagnosis codes (ambulance claims only) and/or patient demographics (e.g. gender, age);
- Percentage of service authorizations (ambulance affirmed/non-affirmed CMS Authorization numbers;
- Percentage of denied encounters;
- Percentage of void/adjustment data for all data types.

The Contractor shall have up to 60 days from the date of the request to improve the data quality as outlined in the contract.

The Department will continue to monitor and may adjust the thresholds of acceptable percentages after 12 months of successful data submissions. Additional measures may be added to this scorecard as part of measuring accuracy.

COMPLETENESS MEASURES

Data is complete when it represents all actual events and only events that actually occurred. Completeness will be evaluated by measures that either (1) reconcile a data set with another data set that documents the same event or (2) compare of aggregations calculated by the Department with the same aggregations (reports) calculated by the Contractor.

Completeness Assessment Type	Data Source	Comparative Data Source	Measure	Threshold
Reconciliation	Encounters	Encounter Reconciliation Report (Remittance data)	Number of claims (Encounter Reconciliation Report) – Number of claims (received encounter data) / Total Number of claims (Encounter Reconciliation Report)	≤ 5% difference between encounters and Encounter Reconciliation Report respective to claims for a given payment cycle

The Department reserves the right to measure the completeness based on the remittance data (835 or Aggregation) in the future. The Contractor shall have up to 60 days from the date of the request to provide new reconciliation data as outlined in the contract.

Completeness Assessment Type	Data Source	Comparative Data Source	Measure	Threshold
Reconciliation	Encounters	Remittance data (835)	Amount Paid to Billing Providers (encounter) – Amount Paid to Same Billing Providers (835) * / Total amount Paid to All Billing Providers (835)	≤ 5% difference between encounters and remittance data respective to claims payments in a payment cycle
Aggregate Comparison	Remittance data	-	Total Paid by Billing NPI in a year Total Paid by Patient Account # in a year	≤ 5% average difference between DMAS aggregation and submitted report

*Amount paid to billing providers based on remittance data will exclude any non-claims payments (e.g. administrative fees, capitation payments, etc.) as the purpose of this measure is to compare what the encounters show were paid to providers respective to what the remittance data shows were paid to providers for those same claims.

Additionally, the Department may explore completeness by evaluating the:

- Percentage of duplicate submissions;
- The number of completed trips compared to the number of scheduled trips;
- The actual total trip volume compared to the expected total time volume.

The Contractor shall have up to 60 days from the date of the request to provide additional data as outlined in the contract.

The Department will continue to monitor and may adjust the thresholds of acceptable percentages after 12 months of successful data submissions. Additional measures are anticipated to be added to this scorecard as part of measuring completeness.

TIMELINESS MEASURES

Timeliness is measured by the lag between when data is received by the Department and when it was adjudicated by the Contractor to the provider.

Timeliness is measured by the contractor's submission of all encounter data that reflects the actual claims adjudicated to providers within (5) business days of the end of the approved payment cycle for all services rendered to members for which the Contractor incurred a financial liability. After the end of 5 business days the contractor will have 30 calendar days to correct and resubmit the rejected encounters. At the end of the 30 calendar days mentioned above, the Department will calculate all the three measures i.e. timeliness, accuracy and completeness.

To be considered timely, the Contractor must have $\geq$ 95% timely, accurate and complete submission of encounter data.

The Department will continue to monitor and may adjust the thresholds of acceptable percentages after 12 months of successful data submissions. Additional measures may be added to this scorecard as part of measuring timeliness.

NOTIFICATION

The Department will review and measure the dimensions of data quality for each payment cycle. A notification will be sent by the Department to the Contractor as a result of their failure to meet any completeness, accuracy, or timeliness measures as outlined in the NEMT Data Quality Scorecard.