

*Colorado Department of  
Health Care Policy and Financing*



COPY

Solicitation #:

HCPFRFPSM14NEMTBROKER

Modification 1

Non-Emergent Medical Transportation Broker

# Table of Contents

<b>SECTION 1.0</b>	<b>INTRODUCTION.....</b>	<b>3</b>
1.1.	GENERAL INFORMATION.....	3
1.2.	ANTICIPATED CONTRACT TERM.....	3
<b>SECTION 2.0</b>	<b>TERMINOLOGY .....</b>	<b>3</b>
2.1.	ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY.....	3
<b>SECTION 3.0</b>	<b>BACKGROUND INFORMATION .....</b>	<b>7</b>
3.1.	THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING .....	7
3.2.	PROJECT BACKGROUND.....	7
3.3.	FUTURE CONSIDERATIONS.....	8
<b>SECTION 4.0</b>	<b>OFFEROR’S REQUIREMENTS.....</b>	<b>8</b>
4.1.	SPECIFIC EXPERIENCE.....	8
<b>SECTION 5.0</b>	<b>STATEMENT OF WORK.....</b>	<b>10</b>
5.1.	CONTRACTOR’S GENERAL REQUIREMENTS .....	10
5.2.	TRANSPORTATION PROVIDER NETWORK.....	21
5.3.	TRIP SCHEDULING .....	24
5.4.	ADDITIONAL CLIENT AND MEDICAL PROVIDER SERVICES.....	31
5.5.	UTILIZATION TRACKING AND DATA COLLECTION .....	36
5.6.	MMIS SYSTEM INTEGRATION.....	37
5.7.	VEHICLE REQUIREMENTS .....	38
5.8.	DRIVER REQUIREMENTS.....	39
5.9.	VEHICLE AND DRIVER AUDIT.....	41
5.10.	PERFORMANCE STANDARDS.....	42
5.11.	REPORTING REQUIREMENTS .....	45
5.12.	START-UP AND CLOSEOUT PERIODS.....	51
<b>SECTION 6.0</b>	<b>COMPENSATION AND INVOICING .....</b>	<b>56</b>
6.1.	COMPENSATION .....	56
6.2.	INVOICING AND PAYMENT PROCEDURES.....	60
6.3.	BUDGET.....	62
<b>SECTION 7.0</b>	<b>EVALUATION METHODOLOGY .....</b>	<b>63</b>
7.1.	EVALUATION PROCESS.....	63
7.2.	EVALUATION COMMITTEE.....	63

**7.3. COMPLIANCE..... 64**

**7.4. EVALUATION CRITERIA ..... 64**

**APPENDIX A – ADMINISTRATIVE INFORMATION DOCUMENT**

**APPENDIX B – RFP SIGNATURE PAGE**

**APPENDIX C – W-9 FORM**

**APPENDIX D – DRAFT CONTRACT**

**APPENDIX E – PRICING WORKSHEET**

**APPENDIX F – NEMT RATE SCHEDULE**

**APPENDIX G – NEMT MONTHLY UTILIZATION**

**APPENDIX H – NEMT 12-MONTH PAYMENT HISTORY**

**APPENDIX I – NEMT PROVIDER LIST**

## **SECTION 1.0 INTRODUCTION**

### **1.1. GENERAL INFORMATION**

- 1.1.1. The Colorado Department of Health Care Policy and Financing (Department) is soliciting competitive, responsive proposals from experienced and financially sound organizations to perform as the Non-Emergent Medical Transportation (NEMT) Broker for the Department.
- 1.1.2. General solicitation information, timelines and proposal submission requirements are available in Appendix A, Administrative Information Document. To be considered responsive, an Offeror shall comply with all of the requirements and timelines contained in Appendix A.

### **1.2. ANTICIPATED CONTRACT TERM**

- 1.2.1. The Contractor's start-up period is anticipated to begin on July 1, 2014 and end on September 30, 2014.
- 1.2.2. The initial operational year of the Contract is anticipated to begin at the end of the start-up period and will last for nine (9) months until June 30, 2015.
- 1.2.3. The total duration of this Contract, from the Operational Start Date until termination, and including the Department's exercise of any options, is not anticipated to exceed five (5) years.

## **SECTION 2.0 TERMINOLOGY**

### **2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY**

- 2.1.1. Acronyms, abbreviations and other terminology are defined at their first occurrence in this Request for Proposals (RFP). The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 2.1.1.1. Accountable Care Collaborative Program (ACC) – The Department's primary Medicaid reform program designed to foster accountability by improving health outcomes and controlling costs.
  - 2.1.1.2. ADA – The Americans with Disabilities Act.
  - 2.1.1.3. Affordable Care Act (ACA) – The Patient Protection and Affordable Care Act, Pub. L. No. 111-148, enacted March 23, 2010, and the Health Care and Education Reconciliation Act of 2010 enacted March 30, 2010.
  - 2.1.1.4. ACA Provider Screening Rules – The rules implemented and published in 42 CFR Parts 405, 424, 447 et al.
  - 2.1.1.5. Air Ambulance – Transportation by air which is available when the point of pickup is inaccessible by a land vehicle, great distances must be traveled or other obstacles prohibit the client from being transported to the closest and most appropriate medical facility by land.
  - 2.1.1.6. ALS – Advanced Life Support.

- 2.1.1.7. Billing Provider – The entity that is billing the Department through the MMIS and receiving payments from the MMIS for services provided to NEMT Clients.
- 2.1.1.8. BLS - Basic Life Support.
- 2.1.1.9. Broker Service Area – Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Larimer and Weld counties.
- 2.1.1.10. Business Day – Any day in which the Department is open and conducting business, but shall not include weekend days or any day on which the Department observes one of the following holidays:
  - 2.1.1.10.1. New Year's Day.
  - 2.1.1.10.2. Martin Luther King, Jr. Day.
  - 2.1.1.10.3. Washington-Lincoln Day (also referred to as President's Day).
  - 2.1.1.10.4. Memorial Day.
  - 2.1.1.10.5. Independence Day.
  - 2.1.1.10.6. Labor Day.
  - 2.1.1.10.7. Columbus Day.
  - 2.1.1.10.8. Veterans' Day.
  - 2.1.1.10.9. Thanksgiving Day.
  - 2.1.1.10.10. Christmas Day.
- 2.1.1.11. Business Interruption – Any event that disrupts the Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a disaster, power outage, strike, loss of necessary personnel or computer virus.
- 2.1.1.12. CFR – The Code of Federal Regulations.
- 2.1.1.13. Client – Any individual enrolled in the Colorado Medicaid program.
- 2.1.1.14. Closeout Period – The period from the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal until the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.
- 2.1.1.15. CMS – The federal Centers for Medicare and Medicaid Services.
- 2.1.1.16. Contract – The agreement that is entered into as a result of this solicitation.
- 2.1.1.17. Contractor – The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.
- 2.1.1.18. Contractor's Network – All Transportation Providers who have enrolled in the MMIS and have completed any steps required by the Contractor in order to provide Trips for Clients. The Contractor will be managing this provider network on behalf of the Department.

- 2.1.1.19. Department – The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 2.1.1.20. Disaster – An event that makes it impossible for the Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- 2.1.1.21. Effective Date – The effective date defined in the Contract.
- 2.1.1.22. Escort – An adult who accompanies a child or an at-risk adult, who is unable to make personal/medical determinations or provide necessary self-care as certified in writing by the client’s attending Medicaid enrolled provider.
- 2.1.1.23. Fiscal Agent – The Contractor that operates and maintains the Department’s Medicaid Management Information System (MMIS).
- 2.1.1.24. HIPAA – The Health Insurance Portability and Accountability Act of 1996.
- 2.1.1.25. Key Personnel – The position or positions that are specifically designated as such in the Contract.
- 2.1.1.26. Leg – Any portion of a Trip from one location to another. These locations may include the original point of pick up, the final destination and any location at which the Client is either delivered or picked up, in between.
- 2.1.1.27. Lodging – Accommodations provided to clients for in-state and authorized out-of-state travel when the travel cannot be completed in one calendar day.
- 2.1.1.28. Meals – Available for travel when the travel cannot be completed in one day.
- 2.1.1.29. NEMT – Non-Emergent Medical Transportation.
- 2.1.1.30. Non-Emergent Medical Transportation – Transportation to or from medical providers for the purpose of receiving necessary covered medical evaluation or treatment.
- 2.1.1.31. Offeror – Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.
- 2.1.1.32. OIT – State of Colorado Governor's Office of Information Technology.
- 2.1.1.33. Operational Start Date – when the Department authorizes the Contractor to begin fulfilling its obligations under the Contract, but in no case sooner than three (3) months following the Effective Date.
- 2.1.1.34. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work outlined in this solicitation.
- 2.1.1.35. Primary Care Medical Providers (PCMP) – Practitioners who serve as medical homes for clients enrolled in the ACC program.
- 2.1.1.36. PHI – Protected Health Information.
- 2.1.1.37. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program.

- 2.1.1.38. Regional Care Collaborative Organization (RCCO) – An organization responsible for ensuring accountable care and care coordination for Clients enrolled in the ACC program in one of seven geographical regions defined by the Department.
- 2.1.1.39. Rendering Provider – The entity that is providing transportation services to NEMT Clients. The Contractor may be a Rendering Provider for the purposes of submitting claims and receiving payments through the MMIS on behalf of volunteer drivers and public transportation providers but shall not be a Rendering Provider for the purposes of providing transportation to Clients.
- 2.1.1.40. SFY – State Fiscal Year.
- 2.1.1.41. Start-Up Period – The period from the execution of the Contract, until the Operational Start Date, a period of no less than three (3) months.
- 2.1.1.42. State Fiscal Year – The twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.
- 2.1.1.43. Stretcher Van – Specialty van that has been designed to accommodate a client laying in the prone position.
- 2.1.1.44. Subcontractor – Third-parties, if any, engaged by Contractor to aid in performance of its obligations under the Contract. The term Subcontractor shall not include any Transportation Provider.
- 2.1.1.45. Taxi – Any vehicle transporting Medicaid clients whose owner is licensed under the Public Utilities Commission (PUC) as a taxi provider.
- 2.1.1.46. Transportation Provider – Any individual or entity that enrolled as a Medicaid transportation provider with the Department to provide transportation services to Clients and has properly enrolled with the Contractor to be scheduled to provide Trips to Clients.
- 2.1.1.47. Trip – NEMT service for a specific Client from the original point of pick-up for the Client to the final destination of that Client that includes all Legs of that Trip.
- 2.1.1.48. U.S.C. – The United States Code.
- 2.1.1.49. Wheelchair Van – Any vehicle transporting Medicaid clients who are wheelchair bound and who require assistance transferring.
- 2.1.1.50. Work – The tasks and activities Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.

## **SECTION 3.0 BACKGROUND INFORMATION**

### **3.1. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING**

- 3.1.1. The Department serves as the Medicaid Single State Agency. The Department develops and implements policy and financing for Medicaid and the Children's Health Insurance Program, called Child Health Plan Plus (CHP+) in Colorado, as well as a variety of other publicly funded health care programs for Colorado's low-income families, children, pregnant women, the elderly and people with disabilities. For more information about the Department, visit [www.Colorado.gov/HCPF](http://www.Colorado.gov/HCPF).
- 3.1.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

### **3.2. PROJECT BACKGROUND**

- 3.2.1. Current NEMT services
  - 3.2.1.1. Since 2006, a transportation broker has coordinated NEMT for Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson and Larimer Counties. The Department added Weld County to the list of counties served by the transportation broker in 2012. The geographic area covered in the nine front-range counties includes metropolitan, rural, plains and mountain locations.
  - 3.2.1.2. The current population that uses NEMT is predominantly English-speaking, but includes a significant number of Clients that speak only Spanish or other languages.
  - 3.2.1.3. The Department is an expansion state under the Affordable Care Act (ACA) and expanded Medicaid coverage to include low-income adults and children with incomes up to one-hundred thirty-three percent (133%) of the federal poverty level on January 1, 2014. This will increase the number of Coloradans who qualify for and receive Medicaid coverage. Any Client, within the Broker Service Area, who qualifies for Medicaid under the new ACA guidelines will qualify for NEMT services and these new Clients will be included under the current NEMT broker program. The volume of NEMT trips that will result from this expansion is unknown however the Department projects that approximately 160,000 individuals will be newly eligible for Medicaid.
  - 3.2.1.4. The Department is currently in the process of establishing a Medicaid Dental benefit which has an anticipated effective date of April 1, 2014. Once this benefit is in place, the NEMT broker program will include transportation of Clients utilizing the Medicaid Dental benefit. As this is a new benefit, the volume of NEMT trips is unknown.
  - 3.2.1.5. The federal Centers for Medicare and Medicaid Services (CMS) has clarified that the Department is required to include transportation to pharmacies in the NEMT benefit. As this is a new requirement, the volume of NEMT trips is unknown.



3.2.1.6. Under Colorado Medicaid, applications for entities to become a Colorado Medicaid Provider are processed by the Department's Fiscal Agent. To become a Medicaid Provider, a Transportation Provider completes the Medicaid Provider Agreement Application and sends the completed application to the Department's Fiscal Agent. The Fiscal Agent checks for completeness, screens the provider as required under the ACA Provider Screen Regulations, and enrolls approved Providers. The Fiscal Agent sends the approved Provider the Approval Letter and Notification of its Medicaid ID, usually within eight (8) Business Days of receipt of completed application.

### **3.3. FUTURE CONSIDERATIONS**

3.3.1. The Statement of Work described in this RFP includes brokerage services for nine (9) of Colorado's sixty four (64) counties. There is a possibility that some or all of the remaining fifty-five (55) counties may join the NEMT broker program over the life of the Contract. In this event, and should funding become available, the Department reserves the right to expand the NEMT broker program to include additional counties and to integrate them into the NEMT broker program, in consultation with the Contractor, by amendment to the Contract.

3.3.2. The Department reserves the right, on behalf of the remaining fifty-five (55) counties, for each county to enter into a separate contract with the Contractor at a pro-rated rate, based on the proportion of the number of Clients served in the county to the number of Clients served by the Contractor under its contract with the Department, and with substantially the same terms as the Department's contract with the Contractor.

3.3.3. The Department currently provides Non-Medical Transportation (NMT) services, through Home and Community-Based Services (HCBS) waivers, for Medicaid clients in all of Colorado's counties. The Department reserves the right to incorporate the NMT program into the NEMT broker program, in consultation with the Contractor, by amendment to the Contract.

3.3.4. The Accountable Care Collaborative (ACC) program currently serves approximately 500,000 Medicaid clients. It is envisioned that the ACC Program will serve a progressively-larger proportion of all Medicaid clients in Colorado in future years. As the ACC Program expands, the Department reserves the right to increase ACC-NEMT Contractor interface, in consultation with the Contractor, as necessary to promote coordinated service delivery for clients.

## **SECTION 4.0 OFFEROR'S REQUIREMENTS**

### **4.1. SPECIFIC EXPERIENCE**

4.1.1. The Department has determined that it desires specific experience and/or skills for an Offeror to possess in order for the Offeror to be able to complete the Work efficiently while meeting the demands and deadlines of the Department.

4.1.2. The Department will evaluate the Offeror's experience within the past ten (10) years with the following:

- 4.1.2.1. Providing NEMT services similar to those described in Section 5, Statement of Work.
- 4.1.2.2. Billing HIPAA compliant ASC X12 transactions.

**OFFEROR'S RESPONSE 1. Provide a detailed description of Offeror's experience providing NEMT services, similar to those described in Section 5, Statement of Work and Offeror's experience billing HIPAA compliant transactions. The Offeror shall provide the following information in this response:**

- a. A detailed description of the three (3) most recent projects the Offeror has worked on that are similar to this project and one (1) reference per project that can confirm the information presented by the Offeror. For each reference provide the name of a contact person along with the contact's phone number and email address.
- b. A detailed description of the Offeror's experience with Medicaid or billing ASC X12 transactions and billing to a state Medicaid Management Information System (MMIS), if the Offeror has such experience.

**OFFEROR'S RESPONSE 2. Provide additional information on the Offeror's experience providing NEMT services. The Offeror's response shall not exceed seven (7) projects, including the three (3) most recent projects described in Response 1. The Offeror shall provide the following information for each project that included providing NEMT services:**

- a. A general description of the project including the Offeror's responsibilities and duties.
- b. The length of the project, including the beginning date of the project and the end date of the project. The beginning and end dates should include both the month and year.
- c. The geographic area covered by the project.
- d. The annual number of trips for the project and the average mileage per trip.
- e. Average number of benefit recipients receiving services under the project on a monthly basis.
- f. A description of any corrective actions or penalties imposed by the entity for which services were performed, what steps the Offeror took to remedy the situation and the final result.

- g. Whether the Offeror was responsible for any of the profit and loss for the transportation costs of the trips provided.**
- h. A description if, after bidding and being awarded the contract to provide NEMT services, the Offeror found that it could not provide the services required with the awarded budget, the steps the Offeror took to remedy the situation and the final result.**

## **SECTION 5.0 STATEMENT OF WORK**

### **5.1. CONTRACTOR'S GENERAL REQUIREMENTS**

- 5.1.1. The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met.
- 5.1.2. The Contractor may be privy to internal policy discussions; contractual issues; price negotiations; confidential medical information; Department financial information; and advance knowledge of legislation. The Contractor shall consider and treat any such information as confidential and shall not disclose it to any third party without the written consent of the Department.
- 5.1.3. The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other contractors in the course of the Contract period to ensure the success of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract.
- 5.1.4. The Contractor shall inform Department management staff of current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 5.1.5. The Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts and any other interactions or deliverables related to the project described in the Contract. The Contractor shall make such records available to the Department upon request, throughout the term of the Contract.
- 5.1.6. Project Personnel
  - 5.1.6.1. Personnel General Requirements
    - 5.1.6.1.1. The Contractor shall provide qualified Key Personnel and Other Personnel to perform the Work. Other Personnel may consist of any of the following:
      - 5.1.6.1.1.1. Employees of the Contractor.
      - 5.1.6.1.1.2. Employees of any Subcontractors.
    - 5.1.6.1.2. The Contractor shall provide the Department with a final list of individuals assigned to the Contract.
      - 5.1.6.1.2.1. **DELIVERABLE:** Final list of names of the individuals assigned to the Contract

- 5.1.6.1.2.2. DUE: Within five (5) Business Days after the Effective Date
- 5.1.6.1.3. The Contractor shall maintain appropriate staffing levels throughout the term of the Contract necessary to complete all Work.
- 5.1.6.2. Key Personnel
- 5.1.6.2.1. The Contractor shall designate people to hold the Key Personnel positions as specified in this section. The Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel. The Key Personnel identified for this Contract are:
  - 5.1.6.2.1.1. Project Lead.
    - 5.1.6.2.1.1.1. The Project Lead shall have at least three (3) years' experience managing a NEMT or NMT program of similar size and scope.
  - 5.1.6.2.1.2. Vehicle Safety Manager.
    - 5.1.6.2.1.2.1. The Vehicle Safety Manager shall have an Automotive Service Excellence (ASE) Certification by the National Institute for Automotive Service Excellence.
  - 5.1.6.2.1.3. Clinical Coordinator.
    - 5.1.6.2.1.3.1. The Clinical Coordinator shall be actively licensed in the State of Colorado as a Registered Nurse, Licensed Practical Nurse or an Emergency Medical Technician with Paramedic level Certification.
- 5.1.6.2.2. The Contractor shall obtain written approval from the Department for individuals proposed for assignment to Key Personnel positions.
- 5.1.6.2.3. The Contractor shall not change individuals in Key Personnel positions without prior written approval of the Department. The Contractor shall supply the Department with the name(s), resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the stated qualifications for the position, unless otherwise approved, in writing by the Department.
  - 5.1.6.2.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position
  - 5.1.6.2.3.2. DUE: At least five (5) Business Days prior to the change in Key Personnel
- 5.1.6.2.4. In the event that any individual filling a Key Personnel position leaves employment with the Contractor, the Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
  - 5.1.6.2.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with the Contractor

- 5.1.6.2.4.2. DUE: Within ten (10) Business Days following the Contractor’s receipt of notice that the person is leaving employment.
- 5.1.6.2.5. The Contractor’s Key Personnel must be located in the Denver metropolitan area, unless the Department grants permission otherwise in writing.
- 5.1.6.2.6. If any of the Contractor's Key Personnel, or Other Personnel, are required to have and maintain any professional licensure issued by any federal, state or local government agency, then the Contractor shall submit copies of such current licenses to the Department.
- 5.1.6.2.6.1. DELIVERABLE: All current professional licensure documentation as specified for Key Personnel or Other Personnel
- 5.1.6.2.6.2. DUE: Within five (5) Business Days of receipt of updated licensure or upon request by the Department
- 5.1.6.3. Personnel Availability
  - 5.1.6.3.1. The Contractor shall ensure Key Personnel and other personnel assigned to the Contract are available for meetings with the Department during the Department’s normal business hours. The Contractor shall also make these personnel available outside of the Department’s normal business hours and on weekends with prior notice from the Department.
  - 5.1.6.3.2. The Contractor’s Key Personnel and other personnel shall be available for all regularly scheduled meetings between the Contractor and the Department, unless the Department has granted prior, written approval otherwise.
  - 5.1.6.3.3. The Contractor shall ensure that the staff attending all meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution and program development.
  - 5.1.6.3.4. At the Department’s direction, the Contractor shall make its Key Personnel and other personnel assigned to the Contract available to attend meetings as subject matter experts with stakeholders both within the State government and external or private stakeholders.
  - 5.1.6.3.5. All of the Contractor’s personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. In the event that the Contractor has any personnel attend by telephone or video conference, the Contractor shall be responsible for providing the conference line or virtual meeting place.
  - 5.1.6.3.6. The Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Day of receipt by the Contractor.
- 5.1.6.4. Key Personnel Responsibilities
  - 5.1.6.4.1. The Project Lead shall:
    - 5.1.6.4.1.1. Serve as Contractor’s primary point of contact for the Department.

- 5.1.6.4.1.2. Monitor all phases of the project in accordance with work plans or timelines or as determined between the Contractor and the Department. Be responsible for completion and/or submission of all tasks and deliverables in the Contract.
- 5.1.6.4.2. The Vehicle Safety Manager shall:
  - 5.1.6.4.2.1. Ensure that all vehicles and drivers meet or exceed with the vehicle standards and driver standards described in Sections 5.7 and 5.8.
  - 5.1.6.4.2.2. Ensure the safety of the contracted vehicles used for NEMT Clients.
  - 5.1.6.4.2.3. Work with Transportation Providers to resolve all safety concerns.
- 5.1.6.4.3. The Clinical Coordinator shall:
  - 5.1.6.4.3.1. Be responsible for the monitoring of all utilization review for the Medicaid NEMT program.
  - 5.1.6.4.3.2. Determine least-cost appropriate transportation method for Medicaid Clients based on documentation and information collected by the Contractor.
  - 5.1.6.4.3.3. Ensure that notices of action for denied, reduced, or suspended requests are sent.
  - 5.1.6.4.3.4. Ensure adherence to all HIPAA regulations.
  - 5.1.6.4.3.5. Engage in customer outreach activities to explain the services and restrictions.
  - 5.1.6.4.3.6. Ensure that dialysis clients receive timely transportation to and from their appointments.
- 5.1.6.5. Other Personnel Responsibilities
  - 5.1.6.5.1. The Contractor shall ensure that all Other Personnel have sufficient training, education and experience to complete all portions of the Work assigned to them.
  - 5.1.6.5.2. The Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor(s) are as follows:
    - 5.1.6.5.2.1. The Contractor shall not subcontract more than twenty percent (20%) of the Work.
    - 5.1.6.5.2.2. The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
      - 5.1.6.5.2.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
      - 5.1.6.5.2.2.2. DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date
    - 5.1.6.5.2.3. The Contractor shall obtain prior consent and written approval from the Department for any use or change in the use of Subcontractor(s).

**OFFEROR'S RESPONSE 3. Provide the name and resume for each person to be assigned to a Key Personnel position. In addition to the name and resume, include a summary for each person that demonstrates how that person has the experience stated for the Key Personnel position for which the person is to be assigned. In the event that the Offeror needs to hire a Clinical Coordinator, because one is not currently on staff, the Offeror shall provide a plan for hiring someone with the required qualifications by the Operational Start Date.**

**OFFEROR'S RESPONSE 4. Provide a description that explains the Offeror's plans for providing sufficient experienced Key Personnel and Other Personnel to ensure Offeror's ability to complete the Work outlined in this solicitation. This shall include all of the following:**

- a. A plan to make sure that all staff are trained and prepared to perform the Work by the Operational Start Date.**
- b. A discussion of how the Offeror will maintain sufficient staffing levels throughout the term of the Contract and how the Offeror will replace both Key Personnel and Other Personnel in a manner that does not result in an impact to the Department or Clients. Address start-up transition versus ongoing operations.**
- c. A discussion of how the Offeror will provide backup staff in the event that Key Personnel or Other Personnel are unavailable.**
- d. A plan for training all new Key Personnel and Other Personnel to ensure that any staffing transition does not impact the Department or Clients. Address start-up transition versus ongoing operations.**

5.1.7. Deliverables

- 5.1.7.1. All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.
- 5.1.7.2. Each deliverable will follow the deliverable submission process as follows:
  - 5.1.7.2.1. The Contractor shall submit each deliverable to the Department for review and approval.
  - 5.1.7.2.2. The Department will review the deliverable and may direct the Contractor to make changes to the deliverable. The Contractor shall make all changes within five (5) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
    - 5.1.7.2.2.1. Changes the Department may direct include, but are not limited to, modifying portions of the deliverable, requiring new pages or portions of the deliverable, requiring resubmission of the deliverable or requiring inclusion of information that was left out of the deliverable.

- 5.1.7.2.2.2. The Department may also direct the Contractor to provide clarification or provide a walkthrough of each deliverable to assist the Department in its review. The Contractor shall provide the clarification or walkthrough as directed by the Department.
- 5.1.7.2.3. Once the Department has received an acceptable version of the deliverable, including all changes directed by the Department, the Department will notify the Contractor of its acceptance of the deliverable in writing. A deliverable shall not be deemed accepted prior to the Department's notice to the Contractor of its acceptance of that deliverable.
- 5.1.7.3. The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand and of high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements for that deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing deliverables for reference as directed by the Department.
- 5.1.7.4. In the event that any due date for a deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 5.1.7.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 5.1.7.6. No deliverable, report, data, procedure or system created by the Contractor for the Department that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 5.1.7.7. If any deliverable contains ongoing responsibilities or requirements for the Contractor, such as deliverables that are plans, policies or procedures, then the Contractor shall comply with all requirements of the most recently approved version of that deliverable. The Contractor shall not implement any version of any such deliverable prior to receipt of the Department's written approval of that version of that deliverable. Once a version of any deliverable described in this subsection is approved by the Department, all requirements, milestones and other deliverables contained within that deliverable shall be considered to be requirements, milestones and deliverables of this Contract.
- 5.1.7.7.1. Any deliverable described as an update of another deliverable shall be considered a version of the original deliverable for the purposes of this subsection.
- 5.1.8. Stated Deliverables and Performance Standards



- 5.1.8.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a deliverable or performance standard contained in this Statement of Work and provide a clear due date for deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any deliverable or performance standard.
- 5.1.9. Communication Requirements
  - 5.1.9.1. Communication with the Department
    - 5.1.9.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in compatible formats. The Department currently uses Microsoft Office 2013 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program that is not the Department's current Microsoft version for PC, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
    - 5.1.9.1.2. The Department will use a transmittal process to provide the Contractor with official direction within the scope of the Contract. The Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:
      - 5.1.9.1.2.1. The date the transmittal will be effective.
      - 5.1.9.1.2.2. Direction to the Contractor regarding performance under the Contract.
      - 5.1.9.1.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.
      - 5.1.9.1.2.4. The signature of the Department employee who has been designated to sign transmittals.
        - 5.1.9.1.2.4.1. The Department will provide the Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a transmittal.
    - 5.1.9.1.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
    - 5.1.9.1.4. If the Contractor receives conflicting transmittals, the Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.

- 5.1.9.1.5. In the event that the Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 5.1.9.1.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract.
- 5.1.9.1.7. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 5.1.9.2. Communication with Clients, Providers and Other Entities
  - 5.1.9.2.1. The Contractor shall create and implement a Communication Plan that includes, but is not limited to, all of the following:
    - 5.1.9.2.1.1. A description of how the Contractor will communicate to Clients any changes to the services those Clients will receive or how those Clients will receive the services.
    - 5.1.9.2.1.2. A description of the communication methods, including things such as email lists, newsletters and other methods, the Contractor will use to communicate with Providers.
    - 5.1.9.2.1.3. The specific means of immediate communication with Clients and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
    - 5.1.9.2.1.4. A description of how and when all clients, hospitals and healthcare providers will be notified about the NEMT broker change.
    - 5.1.9.2.1.5. A general plan for how the Contractor will address communication deficiencies or crisis situations, including how the Contractor will increase staff, contact hours or other steps the Contractor will take if existing communication methods for Clients or Providers are insufficient.
    - 5.1.9.2.1.6. A listing of the following individuals within the Contractor's organization, that includes cell phone numbers and email addresses:
      - 5.1.9.2.1.6.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
      - 5.1.9.2.1.6.2. An individual who is responsible for any website or marketing related to the Work.
      - 5.1.9.2.1.6.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
  - 5.1.9.2.2. The Contractor shall deliver the Communication Plan to the Department for review and written approval.
    - 5.1.9.2.2.1. DELIVERABLE: Communication Plan

- 5.1.9.2.2.2. DUE: Twelve (12) weeks prior to the Operational Start Date or within five (5) Business Days after the Effective Date, whichever is later
- 5.1.9.2.3. The Contractor shall review its Communication Plan on an annual basis. The Contractor shall create an Updated Communication Plan that accounts for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures. The Contractor shall submit an Updated Communication Plan that contains all changes from the prior Communication Plan, or Updated Communication Plan or Interim Communication Plan Update or shall note that there were no changes.
- 5.1.9.2.3.1. DELIVERABLE: Updated Communication Plan
- 5.1.9.2.3.2. DUE: Annually, by June 30<sup>th</sup> of each year
- 5.1.9.2.4. The Department may request a change to the Communication Plan or Updated Communication Plan at any time to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures, or to address any communication related deficiencies determined by the Department. The Contractor shall modify the Communication Plan as directed by the Department and submit an Interim Communication Plan containing all changes directed by the Department.
- 5.1.9.2.4.1. DELIVERABLE: Interim Communication Plan
- 5.1.9.2.4.2. DUE: Within ten (10) Business Days following the receipt of the request from the Department, unless the Department allows for a longer time in writing
- 5.1.9.2.5. The Contractor shall not implement any Communication Plan, Updated Communication Plan or Interim Communication Plan prior to receipt of the Department's written approval. The Contractor shall comply with all requirements, deliverables and milestones contained in the most recently approved and implemented Communication Plan, Updated Communication Plan or Interim Communication Plan.
- 5.1.9.2.6. The Contractor shall not engage in any non-routine communication with any Client, any Provider, the media or the public without the prior written consent of the Department.
- 5.1.10. Business Continuity
  - 5.1.10.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
    - 5.1.10.1.1. How the Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
    - 5.1.10.1.2. How the Contractor will back-up all information necessary to continue performing the Work.

- 5.1.10.1.2.1. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.
- 5.1.10.1.3. How the Contractor will minimize the effects on Clients of any Business Interruption.
- 5.1.10.1.4. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 5.1.10.1.5. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 5.1.10.1.6. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 5.1.10.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
  - 5.1.10.2.1. DELIVERABLE: Business Continuity Plan
  - 5.1.10.2.2. DUE: Prior to eight (8) weeks before the Operational Start Date or within five (5) Business Days after the Effective Date, whichever is later
- 5.1.10.3. The Contractor shall submit an Updated Business Continuity Plan at least semi-annually that accounts for any changes in the Contractor's processes, procedures or circumstances. The Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.
  - 5.1.10.3.1. DELIVERABLE: Updated Business Continuity Plan
  - 5.1.10.3.2. DUE: Semi-annually, by June 30<sup>th</sup> and December 31<sup>st</sup> of each year
- 5.1.10.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables and milestones contained in the implemented plan.
- 5.1.11. Intellectual Property Ownership
  - 5.1.11.1. In addition to the intellectual property ownership rights in the Contract, the following subsections describe the intellectual property ownership requirements that the Contractor shall meet during the term of the Contract in relation to federal financial participation.

- 5.1.11.2. To facilitate obtaining the desired amount of federal financial participation under 42 CFR §433.112, the Department shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by the Department. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. Department funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor. The Department shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs reports and documentation and all other work products or documents created under the Contract. The Department shall have these ownership rights, regardless of whether the work product was developed by the Contractor or any Subcontractor for work product created in the performance of this Contract. The Department reserves, on behalf of itself, the Federal Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software includes, but is not limited to, the following:
- 5.1.11.2.1. All computer software and programs, which have been designed or developed for the Department, or acquired by the Contractor on behalf of the Department, which are used in performance of the Contract.
  - 5.1.11.2.2. All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.
  - 5.1.11.2.3. All necessary data files.
  - 5.1.11.2.4. User and operation manuals and other documentation.
  - 5.1.11.2.5. System and program documentation in the form specified by the Department.
  - 5.1.11.2.6. Training materials developed for Department staff, agents or designated representatives in the operation and maintenance of this software.
- 5.1.12. Performance Reviews
- 5.1.12.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
  - 5.1.12.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.

- 5.1.12.3. The Contractor shall provide, upon the Department's request, all information, as determined by the Department, necessary for the Department to complete performance reviews or evaluations. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
- 5.1.12.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
- 5.1.12.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.

## **5.2. TRANSPORTATION PROVIDER NETWORK**

### **5.2.1. Transportation Providers**

- 5.2.1.1. The Contractor shall maintain a network of Transportation Providers for the Department large enough to adequately serve the diverse NEMT needs of Medicaid Clients. The network of Transportation Providers may consist of public, not-for-profit, and for-profit organizations, as well as individual qualified operators.
  - 5.2.1.1.1. The Offeror shall not itself be a provider of transportation, nor may it subcontract with any entity with which it has a prohibited financial relationship as described at 42 CFR 440.170(a)(4)(ii)(A).
  - 5.2.1.1.2. The Contractor shall submit an Initial Provider Network Adequacy Report in a format approved by the Department. The Contractor shall highlight areas of network insufficiency and provide a detailed plan on how the Contractor will remediate areas of network insufficiency.
    - 5.2.1.1.2.1. DELIVERABLE: Initial Provider Network Adequacy Report
    - 5.2.1.1.2.2. DUE: Thirty (30) days prior to the Operational Start Date
  - 5.2.1.1.3. The Contractor shall submit a quarterly Provider Network Adequacy Report in a format approved by the Department. The Contractor shall provide a summary of the steps taken and the outcomes in regards to the plan submitted in the previous Provider Network Adequacy Report, highlight current areas of network insufficiency and provide a detailed plan on how the Contractor will remediate current areas of network insufficiency.
    - 5.2.1.1.3.1. DELIVERABLE: Provider Network Adequacy Report
    - 5.2.1.1.3.2. DUE: July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup> and April 15<sup>th</sup>
- 5.2.1.2. The Contractor shall ensure that the network is sufficient to serve the NEMT needs of all Clients in the Broker Service Area.
- 5.2.1.3. The Contractor shall ensure that appropriate NEMT services are available to clients twenty-four (24) hours per day, seven (7) days per week.

- 5.2.1.4. The Contractor shall maintain a network of transportation providers that provide diverse modes of transportation.
  - 5.2.1.4.1. These diverse modes of transportation may include any of the following:
    - 5.2.1.4.1.1. Client’s personal vehicle.
    - 5.2.1.4.1.2. Public transit system services, including bus or light rail service.
    - 5.2.1.4.1.3. Standard vehicle.
    - 5.2.1.4.1.4. Specialized vehicle including wheelchair van, stretcher van, or other type of modified vehicle.
    - 5.2.1.4.1.5. Taxi service.
    - 5.2.1.4.1.6. Non-emergency ambulance services, such as Basic Life Support (BLS) and Advanced Life Support (ALS).
    - 5.2.1.4.1.7. Rail, air, interstate bus, intrastate bus and other forms of public and private conveyance.
  - 5.2.1.5. The Contractor shall be responsible for writing letters of recommendation for transportation providers who are applying with the Public Utilities Commission (PUC).
  - 5.2.1.6. The Contractor shall help Transportation Providers prepare and submit applications to become a Colorado Medicaid Provider, which are processed by the Department’s Fiscal Agent.
  - 5.2.1.7. Prior to the enrollment of a new Transportation Provider in the Contractor’s Network the Contractor shall ensure that, at a minimum, the Transportation Provider meets the following requirements:
    - 5.2.1.7.1. The Transportation Provider is enrolled in the MMIS.
    - 5.2.1.7.2. The Transportation Provider has a valid permit through the PUC.
    - 5.2.1.7.3. All drivers of vehicles that will be transporting Clients meet the Driver Requirements in Section 5.8.
    - 5.2.1.7.4. All vehicles used by Transportation Providers meet the Vehicle Requirements in Section 5.7.
    - 5.2.1.7.5. All drivers of vehicles that will be transporting Clients have completed the provider orientation and training in Section 5.8.1.13.
  - 5.2.1.8. The Contractor shall schedule Trips only for those Transportation Providers that are enrolled in the MMIS and in the Contractor’s Network.
- 5.2.2. Provider Orientation and Training
  - 5.2.2.1. Once a Transportation Provider has been enrolled as a Transportation Provider in the Contractor’s Network, the Contractor shall do all of the following:

- 5.2.2.1.1. Conduct an orientation session for the Transportation Provider’s management team to establish communication protocols and review expectations for participating in the program. This shall include outlining all performance and operating requirements and reviewing the Contractor’s Transportation Provider and driver compliance program.
- 5.2.2.1.1.1. Contractor may conduct orientation sessions and training via alternative delivery methods such as web conferencing or video conferencing but shall offer in-person training to any Provider that requests it or does not have web access.
- 5.2.2.1.1.2. Contractor shall ensure that alternative delivery methods are interactive and include live interfacing between trainers and Providers.
- 5.2.2.1.1.3. Contractor shall conduct all remedial trainings in person, for Providers that are not meeting provider requirements/expectations.
- 5.2.2.1.1.4. The Contractor shall document its orientation process and the information to be included in the orientation sessions and deliver this documentation to the Department for review and approval.
- 5.2.2.1.1.4.1. DELIVERABLE: Documented orientation process and orientation session information
- 5.2.2.1.1.4.2. DUE: No later than five (5) Business Days following the Effective Date
- 5.2.2.1.2. Collect and enter the provider’s technical information, such as fleet capacity, types of transport, communication channels and base locations, into the Contractor’s systems, as appropriate.
- 5.2.2.1.3. Provide training on how to access Trips through the Contractor’s secure, web-based trip referral application and assigning user names and passwords so Transportation Providers can obtain trip referrals and manifests.
- 5.2.2.1.4. Enter the Transportation Provider’s contact information into the Contractor’s systems, as appropriate, and testing all communications and data transfer protocols.
- 5.2.3. Other Transportation Methods
  - 5.2.3.1. The Contractor shall become knowledgeable about, and establish methods for using, transportation besides those provided through Medicaid enrolled Transportation Providers, including, but not limited to:
    - 5.2.3.1.1. Free transportation through community-based or other programs.
    - 5.2.3.1.2. Privately owned vehicles.
      - 5.2.3.1.2.1. The Contractor shall establish a system for verifying and reimbursing mileage, parking and tolls for these vehicles. Mileage shall be reimbursed based on the most current mileage reimbursement fee schedule, published by the Department on the Department’s web site.
    - 5.2.3.1.3. Commercial ground, rail and air.



#### 5.2.4. Transportation Provider Oversight

5.2.4.1. The Contractor shall provide oversight of and continuously manage the Transportation Provider network, including:

5.2.4.1.1. Ensuring that the vehicles used by the Transportation Providers to provide NEMT services to Clients are properly maintained based upon criteria in Section 5.7.

5.2.4.1.2. Addressing any safety concerns related to the vehicles used by the Transportation Providers to provide NEMT services to Clients.

5.2.4.1.3. Meeting with the Department, other stakeholders and Transportation Providers to ensure that the network of Transportation Providers in the Contractor's network is meeting the NEMT service needs of Clients and other stakeholders.

5.2.4.2. The Contractor shall document its Transportation Provider oversight policy and deliver it to the Department for review and approval.

5.2.4.2.1. DELIVERABLE: Documented Transportation Provider oversight policy

5.2.4.2.2. DUE: No later than five (5) Business Days following the Effective Date

5.2.4.3. In the event that the Contractor becomes aware of circumstances that show that a Transportation Provider is not in compliance with any of the Department's rules, the Transportation Provider's Agreement with the Department, or any State or Federal laws or regulations the Contractor shall develop a corrective action plan for that Transportation Provider to remedy the noncompliance. Once the Contractor develops the corrective action plan, the Contractor shall deliver the plan to the Department along with any additional information necessary for the Department to determine the extent of the Transportation Provider's noncompliance.

5.2.4.3.1. If the Department finds that corrective action is necessary the Contractor shall, at the Department's request, carry out the corrective action plan.

5.2.4.3.2. For each corrective action plan that the Department approves, the Contractor shall verify that the Transportation Provider is in compliance with the corrective action plan for that Transportation Provider. In the event that the Contractor determines that the Transportation Provider is not in compliance with the corrective action plan the Contractor shall notify the Department of the Transportation Provider's noncompliance.

### 5.3. TRIP SCHEDULING

#### 5.3.1. Trip Requirements

5.3.1.1. The Contractor shall ensure that transportation is available as needed to meet the NEMT needs of Clients. Transportation shall be available twenty-four (24) hours a day/seven (7) days a week for all Client needs, including emergency room discharge.

5.3.1.2. The Contractor shall arrange door-to-door transportation, from the outer door of the pick-up location to the outer door of the delivery location. Transportation Providers are not required to enter the building at either the pick-up or delivery location. The Transportation Providers are not responsible for making arrangements for leaving their vehicle unattended. The Contractor shall provide any assistance Clients in wheelchairs may require through the first door of delivery. Advanced Life Support and Basic Life Support (ALS/BLS) may be bed-to-bed, when transporting an individual on a stretcher. Ambulance transportation requirements shall be determined by the documentation provided by the ambulance company to the Contractor.

### 5.3.2. Trip Types

5.3.2.1. The Contractor shall arrange for, at a minimum, the following types of Trips:

5.3.2.1.1. Routine Trips: Trips scheduled for appointments that occur regularly (weekly, monthly, etc.), such as dialysis.

5.3.2.1.2. Non-routine Scheduled Trips: Trips that do not have a regular schedule, but have been scheduled with notice of two (2) days or more.

5.3.2.1.3. Urgent Trips: Trips that are scheduled less than two (2) days prior to the appointment but at least three (3) hours prior to the appointment, to accommodate a Client whose condition has the potential to become an emergency if not treated in a timely manner.

5.3.2.1.3.1. The Contractor shall make a significant effort to schedule urgent Trips.

5.3.2.1.4. Will-call Trips: Return Trips from a medical provider, when the Client does not know how long the appointment will take.

5.3.2.2. The Contractor shall document its policies and procedures for arranging each trip type. The Contractor shall deliver these documented policies and procedures to the Department for review and approval.

5.3.2.2.1. DELIVERABLE: Documented trip type policies and procedures

5.3.2.2.2. DUE: No later than fourteen (14) Business Days prior to the Operational Start Date

### 5.3.3. Eligibility

5.3.3.1. Medicaid Eligibility

- 5.3.3.1.1. The Contractor shall verify that Clients are eligible for Medicaid prior to and the day of providing NEMT Trips. The Department's Medicaid Management Information System (MMIS) will be available to the Contractor for verifying Client eligibility through the Department's Provider Web Portal, EDI, Fax Back, and the Automated Voice Response System or switch vendor/clearinghouse. The Department will respond with an X12 271 transaction for eligibility verifications that are submitted through the Department's Provider Web Portal, EDI or switch vendor/clearinghouse. The Contractor shall be responsible for applying for any permissions/certifications required to access the MMIS and any costs associated with this access.
- 5.3.3.1.2. The Contractor shall document these procedures to verify that Clients are eligible for Medicaid and deliver these procedures to the Department for review and approval.
  - 5.3.3.1.2.1. DELIVERABLE: Documented procedures to verify that Clients are eligible for Medicaid
  - 5.3.3.1.2.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date
- 5.3.3.2. NEMT Eligibility
  - 5.3.3.2.1. The Contractor shall verify that Clients are eligible for NEMT services prior to providing a NEMT Trip. A Client is eligible for NEMT when all of the following requirements are met:
    - 5.3.3.2.1.1. The transportation is to or from a Colorado Medicaid covered service, provided by a participating Colorado Medicaid provider.
    - 5.3.3.2.1.2. The Client or the Client's support system has no other private transportation, free transportation or transportation covered by another primary insurance available.
    - 5.3.3.2.1.3. The transportation is to or from the nearest provider of care. The Contractor shall make an exception to this requirement when:
      - 5.3.3.2.1.3.1. The Client has an established relationship with a provider that is not the nearest provider of care. If the medical provider is more than twenty-five (25) miles from the Client's residence, the medical provider is required to submit signed documentation, attesting they are the Client's established provider.
      - 5.3.3.2.1.3.2. The transportation is to a medical provider who provides a covered Colorado Medicaid benefit at no cost to Colorado Medicaid.
      - 5.3.3.2.1.3.3. The Client or Client's support system has a vehicle, but necessary medical treatment is available only outside the Client's community. In this case, the Client may qualify for out-of-community NEMT.
    - 5.3.3.2.1.4. The Client has a physical, medical or cognitive condition that precludes them from using public or personal, private transportation.
    - 5.3.3.2.1.5. The Client is in a Medicaid program that is eligible for NEMT service.

- 5.3.3.2.1.5.1. All fee for service and managed care programs are eligible for NEMT service except for the following:
  - 5.3.3.2.1.5.1.1. Qualified Medicare Beneficiary (QMB).
  - 5.3.3.2.1.5.1.2. Specified Low-Income Medicare Beneficiary (SLMB).
  - 5.3.3.2.1.5.1.3. Qualified Individual -Medicare (QI-1).
  - 5.3.3.2.1.5.1.4. Old Age Pension-state only (OAP-State Only).
  - 5.3.3.2.1.5.2. Eligibility for transportation services can be verified through a review of Medicaid Eligibility through the Department's Provider Web Portal as directed by the Department.
- 5.3.3.2.1.6. DELIVERABLE: Documented procedures to verify that Clients are eligible for NEMT
- 5.3.3.2.1.7. DUE: Within twenty (20) Business Days prior to the Operational Start Date
- 5.3.4. Trip Logging
  - 5.3.4.1. The Contractor shall maintain a daily computerized Trip Log for all transportation except public transportation. The Trip Log shall document at a minimum:
    - 5.3.4.1.1. Client name.
    - 5.3.4.1.2. Colorado Medicaid ID number.
    - 5.3.4.1.3. Requester name (if different from Client's).
    - 5.3.4.1.4. Date and time of request.
    - 5.3.4.1.5. Date and time of medical appointment.
    - 5.3.4.1.6. Mode of transportation requested.
    - 5.3.4.1.7. Mode of transportation authorized.
    - 5.3.4.1.8. Justification of mode of transportation authorized.
    - 5.3.4.1.9. Scheduled time of pickup or drop off.
    - 5.3.4.1.10. Actual time of pickup or drop off.
    - 5.3.4.1.11. Scheduled companions or escorts.
    - 5.3.4.1.12. Pickup location.
    - 5.3.4.1.13. Drop off location.
    - 5.3.4.1.14. Referral, approval or denial of transportation with reason if the transportation is denied.
    - 5.3.4.1.15. Ancillary expenses authorized such as parking or tolls.
    - 5.3.4.1.16. Transportation Provider number assigned by Contractor.
    - 5.3.4.1.17. Date/time of notification to Transportation Provider.
    - 5.3.4.1.18. Trip mileage.

- 5.3.4.1.19. Staff member referring, authorizing or denying the request.
- 5.3.4.1.20. Notes, such as cancellation, incomplete request, no-show or abusive behavior occurrence.
- 5.3.4.1.21. Driver name or ID number.
- 5.3.5. Assigning the Mode of Transportation
  - 5.3.5.1. The Contractor shall determine the most appropriate mode of transportation based on meeting the Client's medical need, and not on convenience for the Client or caregiver. The Contractor shall use the following guidelines to select appropriate mode of transportation:
    - 5.3.5.1.1. The Contractor shall select the least expensive mode of transportation that is appropriate for the Client.
    - 5.3.5.1.2. If the Client has access to the local bus or light rail service, and it is appropriate for the Client's medical condition, the Contractor may provide tokens, passes or vouchers. The Contractor shall determine if individual tokens or passes are the most cost effective or appropriate.
    - 5.3.5.1.3. If a Client has no access to local buses or private vehicles, or it is inappropriate for the Client's medical condition, the Contractor may use standard vehicle transport.
    - 5.3.5.1.4. If a Client is a permanent or temporary wheelchair user, and cannot transfer from the wheelchair into a private vehicle, local bus, or mobility vehicle, the Contractor may use wheelchair transport.
    - 5.3.5.1.5. The Contractor may select taxi service for a Client only when no other less costly or free transportation is available.
    - 5.3.5.1.6. The Contractor may use stretcher van transport for a Client who is bed-bound, or for whom this mode of transportation is most appropriate as directed by a physician.
    - 5.3.5.1.7. The Contractor may use ambulance transport for a Client who is bed-bound if a less costly stretcher van service is not available or appropriate for the Client's condition, as verified by the Client's physician.
    - 5.3.5.1.8. The Contractor may use long distance bus or train service when it is the least costly, most appropriate means of transportation for the Client's condition.
    - 5.3.5.1.9. The Contractor may use commercial airline or air ambulance only when it is the least costly and most appropriate means of transportation for a Client's condition as documented by the physician. Any such usage requires a prior authorization by the Contractor and approval by the Department that the service provided is NEMT and that no less costly mode of transportation is available.
    - 5.3.5.1.10. If the Client has multiple medical appointments, the Contractor shall work with the medical provider and caseworker to coordinate appointments and select the most appropriate and efficient means of transportation.

- 5.3.5.2. The Contractor shall document its procedures for determining the most appropriate mode of transportation and shall include a procedure for how it will process clients with reoccurring trips including, but not limited to, dialysis, chemotherapy, radiation, physical therapy and mental health services.
- 5.3.5.3. The Contractor shall deliver these procedures to the Department for review and approval.
  - 5.3.5.3.1. DELIVERABLE: Documented procedures for determining the mode of transportation
  - 5.3.5.3.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date
- 5.3.6. Authorizing Out-of-State Travel
  - 5.3.6.1. Out of state transportation is permissible if treatment is not available in the state of Colorado or if a facility in an out-of-state border community is closer in distance, and therefore less costly, than the nearest Colorado location of a qualified provider.
  - 5.3.6.2. Transportation services may be covered for the client even if the medical procedure normally paid by an entity other than Colorado Medicaid. This facility and medical procedure must be approved by the Contract Manager.
  - 5.3.6.3. A Client's meals and lodging may only be paid during out-of-state travel, or when a Client's condition requires an overnight stay away from home. The Contractor must get documentation from the physician stating the necessity of the overnight stay. If Client has either meals or lodging, or both, available at no cost, such as from family or friends, the Client must use those free services. Meals and lodging are not reimbursed for a Client in an inpatient setting.
  - 5.3.6.4. The Contractor may authorize escort travel, meals and lodging when the Client is a minor child or an at-risk adult in need of an escort as defined in Section 5.3.7.
  - 5.3.6.5. The Contractor shall ensure that there is an applicable Prior Authorization from the Department or the Department's Contractor that handles Prior Authorization Requests before authorizing any airfare, meals, or lodging for any Client.
- 5.3.7. Authorizing Escorts and Guardians
  - 5.3.7.1. The Contractor shall allow one escort to accompany a Client when:
    - 5.3.7.1.1. The Client is a child or an at-risk adult, and is unable to make personal/medical determinations or provide necessary self-care, as certified in writing by the Client's attending Medicaid enrolled provider.
    - 5.3.7.1.2. The escort or attendant must be physically and cognitively capable of providing the needed assistance for the Client.
    - 5.3.7.1.3. The Client is under thirteen (13) years old.
  - 5.3.7.2. Clients who are at least thirteen (13) years old, but younger than eighteen (18) years old, may travel alone with a written release form from their parent or guardian, as long as an adult is present to accept the Client at the destination and return location.

- 5.3.7.3. Clients in a day treatment program, of school age, may travel without an escort, as long as there is a written release form from their parent or guardian, stating that an adult will be present to accept the minor at the destination and return location.
- 5.3.7.4. An at-risk adult Client may qualify for an escort if the Client's support systems do not have private or free transportation available. It is the responsibility of the at-risk adult Client or the Client's support system to provide the escort.
- 5.3.7.5. The Contractor shall not be responsible for providing an escort for those Clients that require an escort.
- 5.3.7.6. Non-emergent medical transportation may cover the cost of transporting a second client escort, with written certification, for medical necessity, from the Client's attending Medicaid enrolled provider, if:
  - 5.3.7.6.1. The Client has a behavioral or medical condition which may cause the Client to be a threat to self or others if only one escort is provided.
  - 5.3.7.6.2. The Client's primary caregiver has a disability that precludes the caregiver from providing all of the Client's needs during transport or extended stay.
  - 5.3.7.6.3. The Client is a minor child with a medically unstable condition or the travel may be prolonged and the presence of both parents/legal guardians is required.
- 5.3.7.7. The Contractor shall document the policies and procedures it will use to determine escort authorization and deliver this to the Department for review and approval.
  - 5.3.7.7.1. DELIVERABLE: Documented policies and procedures regarding the authorization of escorts
  - 5.3.7.7.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date
- 5.3.8. Verification of Trip Eligibility
  - 5.3.8.1. In the process of scheduling trips, the Contractor shall call Clients' health care Providers to confirm Clients' appointment and to ensure that the Trip is eligible for NEMT.
  - 5.3.8.2. The Contractor shall develop a method to ensure that a Client's Trip to pharmacy is eligible for NEMT.
    - 5.3.8.2.1. The Contractor shall provide this methodology to the Department for review and approval.
      - 5.3.8.2.1.1. DELIVERABLE: Pharmacy Eligibility Methodology
      - 5.3.8.2.1.2. DUE: At least four (4) weeks prior to the Operational Start Date
- 5.3.9. Denying Trip Requests
  - 5.3.9.1. The Contractor shall deny a trip request for the following reasons:
    - 5.3.9.1.1. The requested service is not an approved NEMT service.
    - 5.3.9.1.2. The Client is ineligible for NEMT services or is not a Medicaid Client.

- 5.3.9.1.3. The Contractor is unable to verify that transportation is to a medical service or that there is a prescription to be filled.
- 5.3.9.1.4. The Client has access to a vehicle, and the NEMT service is only for the convenience of the Client.
- 5.3.9.2. In the event that the Contractor denies a Trip request, the Contractor shall document and notify that Client in writing of the reason the Contractor refused service for that Trip request, and the availability of an appeal process, within five (5) Business Days of the denial. The Department retains ultimate decision-making authority on authorization of transportation services and may direct the Contractor to accept a request for a Trip at the Department's discretion.
- 5.3.9.3. The Contractor shall document its policies and procedures on how it will deny a Trip request and deliver these policies and procedures to the Department for review and approval.
  - 5.3.9.3.1. DELIVERABLE: Trip denial policies and procedures
  - 5.3.9.3.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date

#### **5.4. ADDITIONAL CLIENT AND MEDICAL PROVIDER SERVICES**

- 5.4.1. Contact Center
  - 5.4.1.1. The Contractor shall establish and maintain an adequately staffed telephone contact center in the state of Colorado. The Contractor shall process all incoming telephone inquiries for NEMT in a timely, responsive and courteous manner.
    - 5.4.1.1.1. The Contractor shall establish and maintain at least one toll-free telephone number for Clients and other individuals or organizations to call to request transportation services, obtain information about transportation services and register complaints. The Contractor shall ensure that Clients do not incur a charge for placing a call to this number.
      - 5.4.1.1.1.1. The Contractor shall establish and maintain a dedicated line for medical providers to use regarding NEMT services.
      - 5.4.1.1.2. The Contractor shall staff the contact center to receive telephone calls from Clients twenty-four (24) hours, seven (7) days a week with the exception of the following holidays:
        - 5.4.1.1.2.1. New Year's Day.
        - 5.4.1.1.2.2. Memorial Day.
        - 5.4.1.1.2.3. Independence Day.
        - 5.4.1.1.2.4. Labor Day.
        - 5.4.1.1.2.5. Thanksgiving Day.
        - 5.4.1.1.2.6. Christmas Day.
      - 5.4.1.1.3. The Contractor shall have available space, staff and call lines to accommodate any call volume increases.



- 5.4.1.1.4. In the event that a caller will be in the call queue for longer than two (2) minutes, the Contractor shall provide an automated system that will notify the caller of the anticipated wait time before their call will be answered.
- 5.4.1.1.5. The Contractor shall have sufficient, trained staff to handle all calls, and solve problems for transportation-related questions.
- 5.4.1.1.6. The Contractor shall have the capability to receive and respond to calls from Clients who do not speak English, and Clients who are hearing or speech impaired.
- 5.4.1.1.7. The Contractor shall install and maintain an automatic call distribution system and call reporting system. This system must have the capability of automatically routing calls to back-up, part-time operators when target wait times are exceeded. The system shall record the information described for the contact center report described in Section 5.11.2.1.3, at a minimum, on an hourly, daily, weekly and monthly basis, for the contact center as a whole and for individual operators.
- 5.4.1.1.8. The Contractor shall record all calls into the Contractor's contact center and archive those recordings. Notification shall be provided to Clients of the recording at the time of recording. As needed by the Contractor, or at the request of the Department, the Contractor shall search, retrieve and replay any calls received.
- 5.4.1.1.9. The Contractor shall provide a system for auditing calls received by the contact center to determine the quality of the customer service provided by the Contractor's staff members and the accuracy of information provided to the individuals calling into the contact center.
  - 5.4.1.1.9.1. The Contractor shall make the contact center auditing system available to the Department so that the Department may directly audit calls in real time.
    - 5.4.1.1.9.1.1. The Contractor shall make this auditing system available to the Department at all times except for regularly scheduled maintenance times or with the consent of the Department.
    - 5.4.1.1.9.1.2. The Contractor shall make this auditing system available to the Department directly, without the need for the Department to contact the Contractor to gain access.
    - 5.4.1.1.9.1.3. The Contractor shall ensure that the Department can access the auditing system instantaneously at the Department's discretion.
- 5.4.1.1.10. The Contractor shall document all of its contact center policies and procedures and deliver those policies and procedures to the Department for review and approval.
  - 5.4.1.1.10.1. DELIVERABLE: Documented contact center policies and procedures
  - 5.4.1.1.10.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date

5.4.2. Website

5.4.2.1. Provider NEMT Website

- 5.4.2.1.1. The Contractor shall maintain an up-to-date website dedicated to Colorado's NEMT program that shall include an easy to locate provider page which includes, at a minimum, the following information:
  - 5.4.2.1.1.1. Information on how to apply to become a Transportation Provider.
  - 5.4.2.1.1.2. Information on how to apply to become a Medicaid Provider.
  - 5.4.2.1.1.3. Provider reimbursement information.
  - 5.4.2.1.1.4. Current Rate Schedule.
  - 5.4.2.1.1.5. Program Policies and Procedures.
  - 5.4.2.1.1.6. Schedule of upcoming Provider trainings.
  - 5.4.2.1.1.7. Contact Center hours of operation and contact numbers.
- 5.4.2.1.2. The Contractor shall have the Provider NEMT Website available for Department approval.
  - 5.4.2.1.2.1. DELIVERABLE: Draft Provider NEMT Website
  - 5.4.2.1.2.2. DUE: Within thirty (30) Business Days prior to the Operational Start Date
- 5.4.2.1.3. The Contractor shall have the finalized Provider NEMT Website, with any changes as directed by the Department, available for provider access.
  - 5.4.2.1.3.1. DELIVERABLE: Provider NEMT Website
  - 5.4.2.1.3.2. DUE: Within seven (7) Business Days prior to the Operational Start Date
- 5.4.2.2. Client NEMT Website
  - 5.4.2.2.1. The Contractor shall maintain an up-to-date website dedicated to Colorado's NEMT program that shall include an easy to locate page for Clients which includes, at a minimum, the following information:
    - 5.4.2.2.1.1. A description of services provided.
    - 5.4.2.2.1.2. Contact Center hours of operation and contact numbers.
    - 5.4.2.2.1.3. Translation assistance.
    - 5.4.2.2.1.4. Copies of all written materials covered in Section 5.4.3.
  - 5.4.2.2.2. The Contractor shall maintain, as part of the Client NEMT Website, client accounts that Clients can access and which shall include, at a minimum, the following:
    - 5.4.2.2.2.1. The Client's address.
    - 5.4.2.2.2.2. The Client's phone number(s).
    - 5.4.2.2.2.3. The Client's health care Providers and their locations.
    - 5.4.2.2.2.4. An online scheduling tool for Clients to schedule NEMT trips through the Client NEMT Website.

- 5.4.2.2.3. The Contractor shall have the Client NEMT Website available for Department approval.
- 5.4.2.2.3.1. DELIVERABLE: Draft Client NEMT Website
- 5.4.2.2.3.2. DUE: Within thirty (30) Business Days prior to the Operational Start Date
- 5.4.2.2.4. The Contractor shall have the finalized Client NEMT Website, with any changes as directed by the Department, available for enrollee access.
- 5.4.2.2.4.1. DELIVERABLE: Client NEMT Website
- 5.4.2.2.4.2. DUE: Within seven (7) Business Days prior to the Operational Start Date

**OFFEROR'S RESPONSE 5. Describe the Contractor's approach to making the Provider and Client websites accessible and easy to use. Also describe any capabilities the Contractor has to provide trip scheduling through mobile applications or other electronic trip scheduling capabilities.**

- 5.4.3. Client Information and Education
  - 5.4.3.1. The Contractor shall create written materials to educate and inform Clients about the NEMT services. All materials are required to be culturally and linguistically appropriate, written in English and Spanish (and other prevalent languages if directed by the Department), and written in easily understood language and formats.
  - 5.4.3.2. All materials, training and other information presented to Clients shall be submitted to and approved by the Department prior to use by the Contractor.
  - 5.4.3.3. The Contractor shall create written materials and make these materials available to Clients and other interested parties, in electronic and hard copy, at the request of the Client or interested party. These materials shall cover, at a minimum, the following topics:
    - 5.4.3.3.1. The appropriate use of non-emergent medical transportation.
    - 5.4.3.3.2. How to arrange non-emergent medical transportation, including a toll-free telephone number, contact center hours and when and how to arrange transportation after-hours.
    - 5.4.3.3.3. The information a Client is required to provide in order to arrange transportation.
    - 5.4.3.3.4. How long a driver is required to wait when picking up a Client, and the expectation for the Client to be present when the arranged vehicle arrives for pick-up as described in Section 5.10.
    - 5.4.3.3.5. Standards for driver courtesy and responsiveness, and expectations for Client courtesy.
    - 5.4.3.3.6. Policies for using a private vehicle, travelling out of state or travelling with companions including documentation expectations for reimbursement.
    - 5.4.3.3.7. Policies and procedures for emergency weather situations.
    - 5.4.3.3.8. Complaint procedures.

- 5.4.3.3.9. DELIVERABLE: Client materials, training and other information
- 5.4.3.3.10. DUE: For all initial materials no later than twenty (20) Business Days prior to the Operational Start Date; For all updated materials, prior to any distribution of any updated materials to any Client, but no later than thirty (30) days from any request of the Department, Client or any interested party
- 5.4.3.4. The Contractor shall make travel training available to Clients to increase those Clients' capabilities and comfort level in using public transit system services. The Contractor shall work with public transit system providers and the community of Clients with disabilities to increase the effectiveness of this training.
- 5.4.4. Client Complaint and Appeal Procedures
  - 5.4.4.1. The Contractor shall establish written policies and procedures for receiving and responding to all verbal or written complaints regarding NEMT from Clients, providers, the Department or other sources. The Contractor shall deliver these policies and procedures to the Department for review, and shall make any changes directed by the Department.
  - 5.4.4.2. The Contractor shall respond verbally to all complaints within one (1) Business Day of receiving the complaint. In addition, the Contractor shall respond in writing to all complaints within five (5) Business Days of receiving the complaint.
  - 5.4.4.3. The Contractor shall maintain a log of all verbal and written complaints that contains the information necessary to provide the complaint report described in Section 5.11.2.1.4.
    - 5.4.4.3.1. DELIVERABLE: Written Client complaint policies and procedures
    - 5.4.4.3.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date
  - 5.4.4.4. When Clients are denied services, the Contractor shall inform the Client of grievance, appeal and fair hearing procedures and timeframes as specified in 42 CFR Part 431.200 *et seq.* incorporated at CCR 2505-10, Part 8.057 *et seq.*
    - 5.4.4.4.1. DELIVERABLE: Written Appeal policies and procedures
    - 5.4.4.4.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date
- 5.4.5. Medical Provider Outreach
  - 5.4.5.1. The Contractor shall provide a minimum of two (2) training sessions per month, to provide information to medical providers and other interested parties with information on the NEMT program, the services provided through the Contractor and how Clients or medical providers can access those services.
    - 5.4.5.1.1. The Contractor shall create an Annual Training Plan that contains the content of all training sessions, a schedule for each training session and the locations of each training to be conducted during the next State Fiscal Year (SFY). The Contractor shall deliver this Annual Training Plan to the Department for review and approval.
      - 5.4.5.1.1.1. DELIVERABLE: Training Plan

- 5.4.5.1.1.2. DUE: Within twenty (20) Business Days prior to the Operational Start Date
- 5.4.5.1.2. The Department will review the Contractor's Training Plan and may require changes to the content, schedule or location of any training session. The Contractor shall make any changes required by the Department within the timeframes set by the Department.
- 5.4.5.1.3. The Contractor shall not implement any Annual Training Plan prior to the Department's approval of that plan.

## **5.5. UTILIZATION TRACKING AND DATA COLLECTION**

### **5.5.1. Operations Tracking System**

- 5.5.1.1. The Contractor shall establish and maintain an electronic system to support and track daily operations, such as service authorizations or denials, Trip scheduling, and Trip Log. This system shall also enable the Contractor to provide all information required to create the reports required by the Contract.
- 5.5.1.2. The Contractor's system shall have the capacity to determine and store the accurate mileage determination from the Client's residence to the medical service site and the return Trip for each Trip request.

### **5.5.2. Client Database**

- 5.5.2.1. The Contractor shall maintain an electronic Client database that includes individual NEMT Client utilization data. The data shall be stored in Excel spreadsheets, or be exportable into Excel spreadsheets, to facilitate Department review of the data. The data storage format shall be approved by the Department.
- 5.5.2.2. The Contractor shall collect and store the following data elements, at a minimum, for each Trip request:
  - 5.5.2.2.1. Client's name.
  - 5.5.2.2.2. Client's date of birth and age.
  - 5.5.2.2.3. Client's sex.
  - 5.5.2.2.4. Client's Colorado Medicaid ID number.
  - 5.5.2.2.5. Client's address.
  - 5.5.2.2.6. Client's telephone and e-mail address, if available.
  - 5.5.2.2.7. Geocoded route information to Client's home.
  - 5.5.2.2.8. Client's program eligibility.
  - 5.5.2.2.9. Name of Medicaid provider with whom the Client has an appointment.
  - 5.5.2.2.10. Telephone number of Medicaid provider with whom the Client has an appointment.
  - 5.5.2.2.11. Special needs of the Client, such as medical condition or language.
  - 5.5.2.2.12. Required mode of transportation, for example, wheelchair van.

- 5.5.2.2.13. Verification of medical appointment, if applicable.
- 5.5.2.2.14. Whether the Client was a no show.
- 5.5.2.2.15. Any appointments missed because of the Contractor or any Transportation Provider.
- 5.5.2.2.16. Notes.
- 5.5.2.3. The Contractor shall be able to pull data by Client ID number, name, date of service or other identifier to create a history of approvals and denials for at least a 24-month period. This file shall be available to the Department upon request.
  - 5.5.2.3.1. DELIVERABLE: Data file as requested by the Department
  - 5.5.2.3.2. DUE: Within one (1) Business Day following the request by the Department
- 5.5.2.4. The Contractor shall back up the database daily.
- 5.5.2.5. The Contractor shall be responsible for all programming functions and costs associated with the maintenance of the Client database. All data is, and shall remain, the property of the Department.
- 5.5.3. Confidentiality of Records
  - 5.5.3.1. The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Contract, including the HIPAA Business Associate Addendum to the Contract.

## **5.6. MMIS SYSTEM INTEGRATION**

- 5.6.1. Claims Data Provisions
  - 5.6.1.1. The Contractor shall be responsible for submitting claims for NEMT services provided by Transportation Providers. Based on the information provided by Transportation Providers, the Contractor shall ensure that the information is accurate, submit the claim to the Department's Fiscal Agent through the MMIS, and then reimburse the Transportation Provider.
  - 5.6.1.2. The Contractor shall invoice the Department for public and mass transit unless the Department directs the Contractor to bill public and mass transit through the MMIS. If the Department directs the Contractor to bill public and mass transit through the MMIS, the Contractor shall bill through the MMIS for client mileage and not through invoices.
  - 5.6.1.3. The Contractor shall utilize a claims review database that will allow it to ensure all claims information received from the Transportation Providers meet standards for payment and were services that were authorized or scheduled by the Contractor. This review shall take place within seven (7) Business Days of receipt of complete claims information from the Transportation Provider.
  - 5.6.1.4. Following the claims review by the Contractor, the Contractor shall submit Claims in the HIPAA compliant X12 837P transaction directly to the Department's Fiscal Agent via the MMIS.

- 5.6.1.4.1. The X12 837P transaction, reflecting all claims paid and/or adjusted by the Contractor, shall be submitted through any of the following:
  - 5.6.1.4.1.1. Submission of a direct EDI transaction
  - 5.6.1.4.1.2. Submission of individual claims through the Department's Provider Web Portal.
- 5.6.1.5. The Contractor shall be the billing provider and the Transportation Provider shall be the rendering provider on the claim submitted to the Department's Fiscal Agent via the MMIS. The Contractor shall only receive payment for valid claims that are approved for payment by the MMIS. The MMIS shall edit the submitted claim through various standard edits and verifications and any claims not passing these edits and verifications will be rejected and returned to the Contractor. Some of the edits and verifications used by the MMIS are as follows:
  - 5.6.1.5.1. Client Eligibility.
  - 5.6.1.5.2. Third party payer liability.
  - 5.6.1.5.3. Client Benefit limits.
  - 5.6.1.5.4. Duplicate claims.
  - 5.6.1.5.5. Provider enrollment
- 5.6.1.6. The MMIS will generate a payment to the Contractor based on the claim and the NEMT Rate Schedule (Appendix F).
- 5.6.1.7. The Contractor shall pay the Transportation Provider within seven (7) Business Days of receiving payment from the MMIS. The Contractor shall pay the Transportation Provider the full amount of the MMIS payment.
  - 5.6.1.7.1. This MMIS payment may include any incentive payments developed by the Department for Transportation Providers. Such incentive payments have not been developed at this time.

## **5.7. VEHICLE REQUIREMENTS**

- 5.7.1. The Contractor shall ensure that all Transportation Provider's vehicles are adequately maintained. The Contractor shall ensure that vehicles and all components meet or exceed state, federal, and manufacturer's safety and mechanical operating and maintenance standards. Vehicles shall meet all Americans with Disabilities Act (ADA) standards. In addition, the Contractor shall ensure that all vehicles used by Transportation Providers meet or exceed the following requirements:
  - 5.7.1.1. Use a two-way communication system linking all vehicles used in delivering the services under this contract with the Transportation Provider's major place of business. Pagers are not an acceptable substitute.
  - 5.7.1.2. Are equipped with adequate heating and air-conditioning.
  - 5.7.1.3. Have functioning, clean and accessible seat belts for each passenger seat position.

- 5.7.1.4. Follow the state of Colorado’s requirements for child safety seats, per C.R.S. §42-4-236. Clients are responsible for providing seats. Transportation Providers may not provide a ride to a child who does not have a required car seat.
- 5.7.1.5. Have a functioning speedometer and odometer.
- 5.7.1.6. Have at least two (2) exterior rear view mirrors, one on each side of the vehicle.
- 5.7.1.7. Are equipped with an interior mirror for monitoring the passenger compartment.
- 5.7.1.8. Have external signage with the transportation provider’s name, as it is registered with the Public Utilities Commission (PUC). The signature shall have the PUC number preceded by “PUC” or “CO PUC” on both sides of the vehicle in a size that is clearly legible from fifty (50) feet.
- 5.7.1.9. The interior and exterior of the vehicle is clean, and exteriors are free of broken mirrors or windows, excessive grime, major dents or paint damage that detract from the overall appearance of the vehicles.
- 5.7.1.10. Have passenger compartments that are clean, free from torn upholstery or floor or ceiling covering, damaged or broken seats, and protruding sharp edges and shall also be free of dirt, oil, grease or litter.
- 5.7.1.11. Have the Transportation Provider’s name, vehicle number and the Contractor’s toll free and local phone number prominently displayed on the exterior of each vehicle. The Transportation Provider shall make this information and the complaint procedures available in written form and available for distribution to Clients on request.
- 5.7.1.12. Smoking is prohibited in all vehicles used for NEMT services at all times. All vehicles have the following signs posted in all vehicle interiors, easily visible to the passengers:

NO SMOKING

ALL PASSENGERS MUST USE SEAT BELTS

- 5.7.1.13. Include a vehicle information packet containing vehicle registration, insurance card and accident procedures and forms.
- 5.7.1.14. Have a fully equipped first aid kit.
- 5.7.1.15. Contain a current map with sufficient detail to locate Clients and medical providers.
- 5.7.1.16. Have a Global Positioning Device.
- 5.7.2. Volunteer driver vehicles and Clients’ personal vehicles are exempt from these standards.

## **5.8. DRIVER REQUIREMENTS**

- 5.8.1. The Contractor shall ensure that all drivers of vehicles transporting Clients, other than volunteer drivers or drivers of a Client’s personal vehicle, meet the following requirements:



- 5.8.1.1. Are at least twenty (20) years of age, have a current, valid Colorado driver's license to operate the transportation vehicle to which they are assigned and have a minimum of three (3) years of driving experience.
- 5.8.1.2. Have no more than four (4) points in the past twelve (12) months and no more than six (6) points in the past three (3) years against their driver licenses. Drivers shall not have had their drivers' license, commercial or other, suspended or revoked in the previous five (5) years. Drivers shall not have any prior convictions for substance abuse, sexual abuse or violent crime. The Contractor shall obtain approval from the Department of any driver who has been of a felony before approval.
- 5.8.1.3. Are courteous, patient and helpful to all passengers and be neat and clean in appearance.
- 5.8.1.4. Not use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time. The Contractor shall ensure that no Transportation Provider drivers are known alcohol abusers or known consumers of narcotics or drugs/medications that would endanger the safety of Clients. Any driver convicted of an alcohol or narcotic abuse while driving will not be allowed to drive for a Transportation Provider under the NEMT program.
- 5.8.1.5. Receive and pass drug test prior to that driver operating a vehicle for NEMT services.
  - 5.8.1.5.1. The Contractor shall ensure that each driver receives a drug test on at least an annual basis. The Contractor shall not allow any driver that fails such a drug test to be a driver for any Transportation Provider.
  - 5.8.1.5.2. At a minimum, the test shall screen for:
    - 5.8.1.5.2.1. Benzodiazepines.
    - 5.8.1.5.2.2. Propoxyphene.
    - 5.8.1.5.2.3. Cocaine.
    - 5.8.1.5.2.4. Barbiturates.
    - 5.8.1.5.2.5. Opiates.
    - 5.8.1.5.2.6. Methaqualone.
    - 5.8.1.5.2.7. Methadone.
    - 5.8.1.5.2.8. Phencyclidine.
    - 5.8.1.5.2.9. Amphetamines.
  - 5.8.1.5.3. The Contractor shall immediately remove from service, with the Contract Manager's approval, any driver, found out of compliance with state or federal regulations, until the Contractor verifies correction of all deficiencies. Any deficiencies and actions taken shall be documented, and become a part of the driver's permanent records.

- 5.8.1.6. All drivers shall have visible, easily readable and proper organization identification posted inside the vehicle.
- 5.8.1.7. At no time shall drivers smoke while in the vehicle, while involved in Client assistance, or in the presence of any Client.
- 5.8.1.8. Drivers shall not wear any type of headphones at any time while on duty.
- 5.8.1.9. Drivers shall not make or receive personal phone calls or text messages while assisting or in the presence of any Client.
- 5.8.1.10. Drivers shall not have loud music playing while passengers are in the vehicle.
- 5.8.1.11. Drivers shall assist passengers in the process of being seated and confirm that all seat belts are fastened properly and wheelchairs and wheelchair passengers are properly secured.
- 5.8.1.12. Drivers shall provide necessary assistance, support and oral directions to passengers. Such assistance shall include assistance with Clients of limited mobility and movement and storage of mobility aids and wheelchairs.
- 5.8.1.13. Contractor shall provide, or ensure that its Transportation Providers make available, classroom and behind-the-wheel training for all drivers. Driver training shall include:
  - 5.8.1.13.1. Defensive driving techniques.
  - 5.8.1.13.2. Wheelchair securement and lift operation.
  - 5.8.1.13.3. Cultural and disability sensitivity training.
  - 5.8.1.13.4. Passenger assistance techniques.
  - 5.8.1.13.5. First aid.
  - 5.8.1.13.6. General customer service.

## **5.9. VEHICLE AND DRIVER AUDIT**

- 5.9.1. The Contractor shall audit all Transportation Providers to ensure that they are in compliance with all of the requirements in Sections 5.7 and 5.8 as well as all state and federal regulations.
  - 5.9.1.1. The Contractor shall develop and implement an annual inspection process in addition to the applicable state vehicle inspection requirements to verify that vehicles used by Transportation Providers (excluding heavily regulated ambulance providers and Regional Transportation District buses and taxis), meet all of the requirements of Section 5.7 and that safety and passenger comfort features are in good working order.
  - 5.9.1.2. The Contractor shall develop and implement an annual inspection process to verify that all drivers transporting Clients, other than volunteer drivers or drivers of a Client's personal vehicle, meet all of the requirements of Section 5.8.

- 5.9.1.3. The Contractor shall not assign any trips to a Provider, found out of compliance with state or federal regulations or with any of the requirements of Section 5.7 or 5.8, until the Contractor verifies correction of all deficiencies or at the Department's direction. Any deficiencies and actions taken shall be documented, and become a part of the vehicle or driver's permanent record.
- 5.9.2. The Contractor shall create and maintain a file on each Transportation Provider.
  - 5.9.2.1. This file shall include, at a minimum, all of the following for each Transportation Provider:
    - 5.9.2.1.1. Documentation that the Transportation Provider has not had any health care related criminal conviction.
    - 5.9.2.1.2. All disclosures of ownership information required under federal regulations.
    - 5.9.2.1.3. A copy of the Transportation Provider's NEMT License from the Colorado Public Utilities Commission and verification that the license is active.
    - 5.9.2.1.4. Signed check off sheet that each of the Transportation Provider's NEMT vehicles has been reviewed and approved by the Contractor prior to execution of a contract with that Transportation Provider and annually thereafter.
    - 5.9.2.1.5. Documentation that each component of the driver orientation for all of that Transportation Provider's drivers have been completed prior to execution of a contract with that Transportation Provider and annually thereafter.
    - 5.9.2.1.6. A criminal background check on each of the Transportation Provider's drivers.
    - 5.9.2.1.7. A driver's license verification for each of the Transportation Provider's drivers.
    - 5.9.2.1.8. A drug screening for each of the Transportation Provider's drivers.
  - 5.9.2.2. The Contractor shall make each file available for Department review upon Department's request. The Contractor shall deliver the file to the Department either electronically or in hard copy, as requested by the Department.
- 5.9.3. Transportation Provider Audit
  - 5.9.3.1. The Department will perform a Transportation Provider Audit semi-annually and will select a random sample of the files Contractor has created on each Transportation Provider, from Section 5.9.2.
  - 5.9.3.2. If the Department finds significant errors in the files randomly selected or finds that it needs to review additional files for any reason, the Department shall have access to and may review any or all of the files created by the Contractor on each of the Transportation Providers.

## **5.10. PERFORMANCE STANDARDS**

- 5.10.1. Baseline Performance Standards
  - 5.10.1.1. The Contractor shall meet or exceed all Baseline Performance Standards at all times during the term of this Contract. The Baseline Performance Standards under this Contract are as follows:

- 5.10.1.1.1. Trip Performance Standards
  - 5.10.1.1.1.1. The Contractor shall pick up all Clients within fifteen (15) minutes following their scheduled pick up time for all scheduled pick-ups.
    - 5.10.1.1.1.1.1. PERFORMANCE STANDARD: All Clients picked up within fifteen (15) minutes following scheduled time.
  - 5.10.1.1.1.2. The Contractor shall not deliver any Client to an appointment more than fifteen (15) minutes prior to the Client's scheduled appointment for all scheduled pick-ups unless specifically requested by the Client.
    - 5.10.1.1.1.2.1. PERFORMANCE STANDARD: No Client delivered more than fifteen (15) minutes prior to appointment unless requested.
  - 5.10.1.1.1.3. The Contractor shall not deliver any Client more than fifteen (15) minutes late to an appointment.
    - 5.10.1.1.1.3.1. PERFORMANCE STANDARD: No Client delivered more than fifteen (15) minutes late.
  - 5.10.1.1.1.4. The Contractor shall pick up all Clients for will-call trips no later than ninety (90) minutes from when the Contractor receives the call requesting a will-call pick-up. The Contractor shall notify all Clients requesting a will-call pick-up that they may need to wait up to ninety (90) minutes.
    - 5.10.1.1.1.4.1. PERFORMANCE STANDARD: All will call pick-ups made within ninety (90) minutes from request.
  - 5.10.1.1.1.5. If multiple Clients are transported in a single vehicle, no Client shall be in the vehicle for more than thirty (30) minutes longer than the average time for that Client's Trip had that Client been transported alone.
    - 5.10.1.1.1.5.1. PERFORMANCE STANDARD: No Client in a multi-passenger vehicle for more than thirty (30) minutes longer than the average Trip.
  - 5.10.1.1.1.6. The Trip Performance Standards shall apply in all circumstances unless the Department grants the Contractor's request for an exemption from the Trip Performance Standard for a Trip. The Department will review the Contractor's request for an exemption and may choose to grant or deny the request in its sole discretion. The Contractor may request an exemption from the any of the Trip Performance Standards for any of the following:
    - 5.10.1.1.1.6.1. Emergency weather situations.
    - 5.10.1.1.1.6.2. Trips of exceptional distance, such as those in rural areas.
    - 5.10.1.1.1.6.3. If the mode of transportation is public transportation.
    - 5.10.1.1.1.6.4. Any other situation over which the Contractor has no control.
- 5.10.1.1.2. Contact Center Performance Standards
  - 5.10.1.1.2.1. Average telephone responsiveness is less than or equal to thirty (30) seconds.

- 5.10.1.1.2.1.1. Telephone Responsiveness only refers to calls that are answered by a live customer service representative during normal business hours and is measured from the time of the first ring to the time the Enrollee reaches a customer service representative.
- 5.10.1.1.2.2. The average length of time callers are in the call queue before the call is answered shall be sixty (60) seconds or less.
- 5.10.1.1.2.2.1. PERFORMANCE STANDARD: Average monthly call wait time is less than sixty (60) seconds.
- 5.10.1.1.2.3. The Contractor shall not keep any call in the queue for more than three (3) minutes after receipt of the call before the call is answered.
- 5.10.1.1.2.3.1. PERFORMANCE STANDARD: No call in queue for longer than three (3) minutes.
- 5.10.1.1.2.4. After a call has been answered, the Contractor shall not place more than five percent (5%) of callers on hold for longer than one (1) minute without contact from a customer service representative. Contact shall include notification to the caller that an issue or question is still being reviewed or is in the process of being resolved.
- 5.10.1.1.2.4.1. PERFORMANCE STANDARD: No more than five percent (5%) of callers on hold for longer than one (1) minute during a month.
- 5.10.1.1.2.5. Less than or equal to two percent (2%) of total calls received during each month shall be abandoned. A call shall be considered abandoned if the caller hangs up after that caller has waited in the call queue for sixty (60) seconds or longer.
- 5.10.1.1.2.5.1. PERFORMANCE STANDARD: Call abandonment rate less than or equal to two percent (2%).
- 5.10.2. Incentive Performance Standards
  - 5.10.2.1. The Contractor may earn an Incentive Performance Payment each month, for each Incentive Performance Standard that the Contractor meets or exceeds during that month. The Incentive Performance Standards are as follows:
    - 5.10.2.1.1. Public Transportation Incentive
      - 5.10.2.1.1.1. In accordance with Section 6.1.3.1, the Contractor may earn a monthly Public Transportation Incentive Payment.
    - 5.10.2.1.2. Transportation Provider Audit
      - 5.10.2.1.2.1. In accordance with Section 5.9., the Department will audit the Contractor's Transportation Provider records semi-annually.
      - 5.10.2.1.2.2. Ninety percent (90%) of the Provider's records shall be one-hundred percent (100%) accurate.
        - 5.10.2.1.2.2.1. PERFORMANCE STANDARD: At least ninety percent (90%) of the Provider's records are one-hundred percent (100%) accurate.

- 5.10.2.1.3. Client Satisfaction Survey
  - 5.10.2.1.3.1. Semi-Annually the Department will conduct a satisfaction survey of Clients.
  - 5.10.2.1.3.2. The survey shall contain ten (10) questions regarding consumer and provider satisfaction.
  - 5.10.2.1.3.3. One (1) of the ten (10) questions shall be the Client’s overall satisfaction with the Contractor’s services. Clients’ options will be highly unsatisfied, unsatisfied, satisfied and highly satisfied.
  - 5.10.2.1.3.4. The baseline for the Client Satisfaction Performance Incentive Payment will be the highest actual percentage of positive responses, but in no circumstances shall the combined answers of “satisfied and highly satisfied, be lower than sixty percent (60%).
  - 5.10.2.1.3.5. In order to receive a Client Satisfaction Performance Incentive Payment the Contractor shall meet one of the following tiers:
    - 5.10.2.1.3.5.1. Client Satisfaction Survey Incentive Tier 1: Positive responses increase one (1) to three percentage points (3% points) over the baseline.
    - 5.10.2.1.3.5.2. Client Satisfaction Survey Incentive Tier 2: Positive responses increase more than three percentage point (3% points) over the baseline.
    - 5.10.2.1.3.5.3. Client Satisfaction Survey Incentive Tier 3: Contractor receives eighty percent (80%) or greater positive responses.

**5.11. REPORTING REQUIREMENTS**

- 5.11.1. The Contractor shall provide the reports listed in this section in the format directed by the Department and containing the information requested by the Department.
- 5.11.2. Monthly Performance Report
  - 5.11.2.1. The Contractor shall create a Monthly Performance Report that contains, at a minimum, all of the following:
    - 5.11.2.1.1. A performance summary page including:
      - 5.11.2.1.1.1. Number of trips for that month and a comparison to a 90-day rolling average of the number of trips.
      - 5.11.2.1.1.2. Number of urgent trips, as described in Section 5.3.2.1.3, for that month and a comparison to a 90-day rolling average number of urgent trips.
      - 5.11.2.1.1.3. The number of individual Medicaid Clients that have used the service during that month, regardless of the number of times each individual used the service, and a comparison to the 90-day rolling average of individual Clients using the service.
      - 5.11.2.1.1.4. Denials for that month and comparison to a 90-day rolling average.
      - 5.11.2.1.1.5. Dialysis performance summary including the number of missed and late dialysis appointments.

- 5.11.2.1.1.6. Contact center performance including percentage of calls answered within three (3) minutes, the abandonment rate and the average call time.
- 5.11.2.1.1.7. Complaint summary including the number of complaints per one-thousand (1,000) Trips.
- 5.11.2.1.1.8. The number of Legs that were provided through the use of public transportation and the percent of all Legs that were provided through public transportation.
- 5.11.2.1.2. A Trip summary report that includes:
  - 5.11.2.1.2.1. Number of Trips authorized and scheduled.
  - 5.11.2.1.2.2. Number of Legs authorized and scheduled.
  - 5.11.2.1.2.3. Number of Trips denied, by reason denied.
  - 5.11.2.1.2.4. Number of individual Medicaid Clients using the NEMT service, regardless of how many times the individual used the service, broken down by mode of transportation.
  - 5.11.2.1.2.5. Number of no-shows (cancelled at the door, when the Transportation Provider attempted pickup).
  - 5.11.2.1.2.6. Percentage of “A Leg” Trips, from the Client’s home to their first appointment, that were dropped off within fifteen (15) minutes of scheduled delivery.
  - 5.11.2.1.2.7. Percentage of “B Leg”, non-will-call Trips, from the Client’s first appointment to their next appointment or back to the Client’s home, that are picked-up within fifteen (15) minutes of scheduled pick-up
  - 5.11.2.1.2.8. Call summary report which includes the number of Trips completed and mileage, where applicable, for transportation type by county. Transportation types shall include:
    - 5.11.2.1.2.8.1. Mileage reimbursed vehicles.
    - 5.11.2.1.2.8.2. Public Transportation.
    - 5.11.2.1.2.8.3. Standard vehicle.
    - 5.11.2.1.2.8.4. Mobility Van.
    - 5.11.2.1.2.8.5. Wheelchair Van.
    - 5.11.2.1.2.8.6. Stretcher van.
    - 5.11.2.1.2.8.7. Taxi.
    - 5.11.2.1.2.8.8. Ambulance.
    - 5.11.2.1.2.8.9. Air.
    - 5.11.2.1.2.8.10. Out-of-state.
    - 5.11.2.1.2.8.11. Meals.

- 5.11.2.1.2.8.12. Lodging.
- 5.11.2.1.3. A contact center report that includes:
  - 5.11.2.1.3.1. Total number of incoming calls.
  - 5.11.2.1.3.2. Number of reservation calls answered.
  - 5.11.2.1.3.3. Number of calls received requesting assistance.
  - 5.11.2.1.3.4. Total calls received after 5 PM.
  - 5.11.2.1.3.5. Total weekend calls.
  - 5.11.2.1.3.6. Total and percentage of urgent calls received.
  - 5.11.2.1.3.7. Average time to answer.
  - 5.11.2.1.3.8. Number and percentage of calls answered in less than three minutes.
  - 5.11.2.1.3.9. Average talk time.
  - 5.11.2.1.3.10. Average hold time.
  - 5.11.2.1.3.11. Number and percent of abandoned calls.
- 5.11.2.1.4. A complaint report that includes:
  - 5.11.2.1.4.1. Number of Client complaints and percentage of Client complaints per one-thousand (1,000) Trips.
  - 5.11.2.1.4.2. Number of provider no shows.
  - 5.11.2.1.4.3. Number of provider no shows by county.
  - 5.11.2.1.4.4. Number of Trips with possible Client injury, and details about those Trips.
  - 5.11.2.1.4.5. A summary of complaints received, broken out by:
    - 5.11.2.1.4.5.1. Client.
    - 5.11.2.1.4.5.2. Trip identification number.
    - 5.11.2.1.4.5.3. Client's treatment type.
    - 5.11.2.1.4.5.4. Type of complaint. If complaint is lateness, specify amount of time.
    - 5.11.2.1.4.5.5. Transportation Provider.
    - 5.11.2.1.4.5.6. Pick-up and delivery location type.
  - 5.11.2.1.4.6. Resolution of complaints and any corrective action taken.
  - 5.11.2.1.4.7. Information regarding any Client or provider misuse, abuse or fraud.
- 5.11.2.1.5. A dialysis report that includes all of the following for each Trip related to a dialysis treatment:
  - 5.11.2.1.5.1. Scheduled Trips and completed Trips.



- 5.11.2.1.5.2. Total Trips which are between fifteen (15) and thirty (30) minutes late, thirty (30) and forty-five (45) minutes late, forty-five (45) and ninety (90) minutes late, and over ninety (90) minutes late. For each time span listed above, provide the number of treatments that were missed due to late delivery.
- 5.11.2.1.5.3. Missed Trips, due to the Transportation Provider not showing up to provide transportation.
- 5.11.2.1.6. A performance standards report that summarizes the Contractor's performance in relation to the performance standards described in Section 5.10.
- 5.11.2.1.7. A table showing the totals for each category reviewed for all prior months during the current SFY.
- 5.11.2.2. The Contractor shall deliver a Draft Monthly Performance Report to the Department for approval.
  - 5.11.2.2.1. DELIVERABLE: Draft Monthly Performance Report
  - 5.11.2.2.2. DUE: Within fifteen (15) Business Days prior to the Operational Start Date
- 5.11.2.3. The Contractor shall deliver the Monthly Performance Report to the Department on a monthly basis.
  - 5.11.2.3.1. DELIVERABLE: Monthly Performance Report
  - 5.11.2.3.2. DUE: No later than ten (10) Business Days following the end of the month that the report covers Monthly Trip Data Report
- 5.11.2.4. The Contractor shall create a Monthly Trip Data Report that contains, at a minimum, all of the following for each Trip during the month:
  - 5.11.2.4.1. Client's last name.
  - 5.11.2.4.2. Client's first name.
  - 5.11.2.4.3. Client's middle initial.
  - 5.11.2.4.4. Colorado Medicaid ID number.
  - 5.11.2.4.5. Client's street address.
  - 5.11.2.4.6. Client's apartment number, if any.
  - 5.11.2.4.7. Client's city.
  - 5.11.2.4.8. Client's state.
  - 5.11.2.4.9. Client's zip code.
  - 5.11.2.4.10. Client's county.
  - 5.11.2.4.11. Client's date of birth.
  - 5.11.2.4.12. Client's sex.
  - 5.11.2.4.13. Claim number.
  - 5.11.2.4.14. Date of service.

- 5.11.2.4.15. Provider's name.
- 5.11.2.4.16. Mode of transport for the trip.
- 5.11.2.4.17. Paid amount.
- 5.11.2.4.18. Procedure Code.
- 5.11.2.4.19. Procedure Code description.
- 5.11.2.4.20. Pick-up address.
- 5.11.2.4.21. Pick-up city.
- 5.11.2.4.22. Pick-up state.
- 5.11.2.4.23. Pick-up zip code.
- 5.11.2.4.24. Drop-off address.
- 5.11.2.4.25. Drop-off city.
- 5.11.2.4.26. Drop-off state.
- 5.11.2.4.27. Drop-off zip code.
- 5.11.2.4.28. Total miles of the trip.
- 5.11.2.5. The Contractor shall deliver a Draft Monthly Trip Data Report to the Department for approval.
  - 5.11.2.5.1. DELIVERABLE: Draft Monthly Trip Data Report
  - 5.11.2.5.2. DUE: Within fifteen (15) Business Days prior to the Operational Start Date
- 5.11.2.6. The Contractor shall deliver the Monthly Trip Data Report to the Department on a monthly basis.
  - 5.11.2.6.1. DELIVERABLE: Monthly Trip Data Report
  - 5.11.2.6.2. DUE: No later than ten (10) Business Days following the end of the month that the report covers Annual Reports
- 5.11.2.7. The Contractor shall create an Annual Report that contains all of the following:
  - 5.11.2.7.1. A summary of NEMT utilization for the year the report covers.
  - 5.11.2.7.2. Any major problems and issues faced by the Contractor during the prior year and how those problems were addressed.
  - 5.11.2.7.3. Any recommendations for improvement for either the NEMT program as a whole or the Contractor's role in the NEMT program.
- 5.11.2.8. The Contractor shall deliver the Annual Report to the Department at the end of each SFY.
  - 5.11.2.8.1. DELIVERABLE: Annual Report
  - 5.11.2.8.2. DUE: No later than forty-five (45) Business Days following the end of the Fiscal Year (July 1 through June 30) that the report covers.

- 5.11.2.9. The Contractor shall submit a daily No Show Report to the Department.
- 5.11.2.9.1. Upon the Department's request the Contractor shall submit the No Show Report directly to one or more of its designees.
- 5.11.2.9.2. The No Show Report shall include, but not be limited to, the following for any no show since the last No Show Report was delivered to the Department:
  - 5.11.2.9.2.1. Client's last name.
  - 5.11.2.9.2.2. Client's first name.
  - 5.11.2.9.2.3. Client street address.
  - 5.11.2.9.2.4. Client apartment number.
  - 5.11.2.9.2.5. Client city.
  - 5.11.2.9.2.6. Client state.
  - 5.11.2.9.2.7. Client zip code.
  - 5.11.2.9.2.8. Client County.
  - 5.11.2.9.2.9. Colorado Medicaid ID Number.
  - 5.11.2.9.2.10. Provider's name.
  - 5.11.2.9.2.11. Whether appointment was a no show or a missed appointment.
  - 5.11.2.9.2.12. If missed appointment, reason for missed appointment.
- 5.11.2.9.3. DELIVERABLE: No Show Report.
- 5.11.2.9.4. DUE: Daily by 5:00 pm each Business Day.
- 5.11.3. Ad-Hoc Reporting
  - 5.11.3.1. The Contractor shall provide ad-hoc reporting as requested by the Department. These ad-hoc reports may contain any of the following:
    - 5.11.3.1.1. Any of the information contained in the Monthly Report, the Quarterly Report or the Annual Report, as that information exists at the time of the request for the ad-hoc report.
  - 5.11.3.2. The Contractor shall deliver all ad-hoc reports to the Department upon request.
    - 5.11.3.2.1. DELIVERABLE: Ad-Hoc Reports
    - 5.11.3.2.2. DUE: Within five (5) Business Days of the Department's request, unless the Department provides a longer period in writing
- 5.11.4. Incident Reporting
  - 5.11.4.1. The Contractor shall provide an Incident Report whenever any of the following occurs:
    - 5.11.4.1.1. The Department identifies an incident or issue that requires urgent action to correct.

- 5.11.4.1.2. An automobile accident occurs that involves any Transportation Provider while that Transportation Provider is providing NEMT services.
- 5.11.4.2. The Incident Report shall contain, at a minimum, all of the following:
  - 5.11.4.2.1. A description of the incident.
  - 5.11.4.2.2. The impact of the incident on Clients.
  - 5.11.4.2.3. The plan for resolving the incident to minimize the impact of the incident on Clients and the Department.
  - 5.11.4.2.4. The status of the resolution plan.
  - 5.11.4.2.5. A copy of the Transportation Provider's insurance policy, if the incident involves an automobile accident that causes injury to a Client.
- 5.11.4.3. The Contractor shall deliver a separate incident report to the Department for each incident.
  - 5.11.4.3.1. DELIVERABLE: Incident Report
  - 5.11.4.3.2. DUE: For each Incident Report, within one (1) Business Day following the incident the report covers

## **5.12. START-UP AND CLOSEOUT PERIODS**

- 5.12.1. The Contract shall have a Start-Up Period and a Closeout Period.
  - 5.12.1.1. The Start-Up Period shall begin on the later of July 1, 2014 or the Effective Date. The Start-Up Period shall end on the Operational Start Date of the Contract which shall be no sooner than three (3) months following the Effective Date.
    - 5.12.1.1.1. The Operational Start Date shall not occur until the Contractor has completed all requirements of the Start-Up Period, including, but not limited to, the completion of the operational readiness review contained in the Start-Up Plan.
    - 5.12.1.1.2. The Contractor shall not engage in any Work under the Contract, other than the Work described below in the Start-Up Period, prior to the Operational Start Date. The Department shall not be liable to the Contractor for, and the Contractor shall not receive, any payment for any period prior to the Operational Start Date under the Contract, other than the Work described in the Start-Up Period Payments, Section 6.1.4.
  - 5.12.1.2. The Closeout Period shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal. The Closeout Period shall end on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout transition is complete.
    - 5.12.1.2.1. This Closeout Period may extend past the termination of the Contract and the requirements of the Closeout Period shall survive termination of the Contract.
- 5.12.2. Start-Up Period
  - 5.12.2.1. During the Start-Up Period, the Contractor shall complete all of the following:

- 5.12.2.1.1. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the Contractor to complete its obligations under the Contract. The Policy and Procedures Manual shall contain, at a minimum, the following:
  - 5.12.2.1.1.1. Annual vehicle inspection process.
  - 5.12.2.1.1.2. Annual driver review process.
  - 5.12.2.1.1.3. Client Complaint Process.
  - 5.12.2.1.1.4. Client Eligibility Verification Process.
  - 5.12.2.1.1.5. Client Reoccurring Trip Process.
  - 5.12.2.1.1.6. Client Reservation Process.
  - 5.12.2.1.1.7. Complaint Process for Providers.
  - 5.12.2.1.1.8. Information Security.
  - 5.12.2.1.1.9. LEIE Verification.
  - 5.12.2.1.1.10. Media Communications Protocol.
  - 5.12.2.1.1.11. Mileage Reimbursement Process.
  - 5.12.2.1.1.12. Out of State Travel Authorization Process.
  - 5.12.2.1.1.13. Prioritization of Types of Transportation.
  - 5.12.2.1.1.14. Provider File Organization.
  - 5.12.2.1.1.15. Public Transit Reimbursement Process.
  - 5.12.2.1.1.16. Transportation Provider Application Process.
  - 5.12.2.1.1.17. Transportation Provider Orientation Process.
  - 5.12.2.1.1.18. Trip Denial Process.
  - 5.12.2.1.1.19. Use of Access-A-Ride Programs.
  - 5.12.2.1.1.20. Use of Monthly Public Transportation Passes.
  - 5.12.2.1.1.21. Other Policies, as requested.
- 5.12.2.1.2. The Contractor shall deliver the Policies and Procedure Manual for review and approval by the Department the later of thirty (30) days prior to the Operational Start Date or the Effective Date.
  - 5.12.2.1.2.1. DELIVERABLE: Policies and Procedure Manual
  - 5.12.2.1.2.2. DUE: The later of thirty (30) days prior to the Operational Start Date or the Effective Date

- 5.12.2.1.3. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department. The Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.
- 5.12.2.1.4. Create and implement the Business Continuity Plan described in Section 5.1.10.
- 5.12.2.1.5. Create and implement the Communication Plan described in Section 5.1.9.2.1.
- 5.12.2.1.6. Create and implement the Start-Up Plan described in Section 5.12.4.1.
- 5.12.2.1.7. Complete all steps, deliverables and milestones contained in the Department-approved Start-Up Plan.
- 5.12.2.1.8. Hire and train all initial project personnel as described in Section 5.1.6.
- 5.12.2.1.9. Notify all Medicaid Clients of Contractor change as described in Section 5.1.9.2.
- 5.12.2.1.10. Notify all hospitals and health providers of Contractor change as described in Section 5.1.9.2.
- 5.12.2.1.11. Ensure that the Provider and Client websites are operational as described in Section 5.4.2.
- 5.12.2.1.12. Ensure that Contractor's system for reviewing client Medicaid eligibility, as described in Section 5.3.3.1., is fully operational.
- 5.12.2.1.13. Ensure that the Contractor's computer system for logging trips, as described in Section 5.3.4., is fully operational.
- 5.12.2.1.14. Ensure that the Contractor's system and/or policy for authorizing out-of-state travel, as described in Section 5.3.6., is fully operational.
- 5.12.2.1.15. Ensure that the Contractor's system and/or policy for denying trips, as described in Section 5.3.9., is fully operational.
- 5.12.2.1.16. Complete client complaint and appeals policy, as described in Section 5.4.4.3.
- 5.12.2.1.17. Ensure that the Contractor's utilization tracking and data collection system, as described in Section 5.5., is fully operational.
- 5.12.2.1.18. Inspect all vehicles, as described in Section 5.7.
- 5.12.2.1.19. Verify all driver requirements and document verification for each driver as described in Section 5.8.
- 5.12.2.1.20. Complete all Reporting Requirements, as described in Section 5.11.
- 5.12.2.1.21. Set-up the Contractor's Contact Center, as described in Section 5.4.1., and ensure that all telephone lines in the Contact Center are operational and able to receive calls.

- 5.12.2.1.21.1. The Contractor shall provide the Department with documentation from the telephone company providing service to the Contact Center showing the number of telephone lines that are operational and able to receive calls and that the telephone lines correlate with the number of customer service representatives required.
- 5.12.2.1.21.1.1. DELIVERABLE: Operational telephone line documentation
- 5.12.2.1.21.1.2. DUE: Within three (3) Business Days following the lines becoming operational, but no later than one (1) Business Day prior to the Operational Start Date
- 5.12.2.1.21.2. The Contractor shall provide the Department with documentation from the telephone company providing service to the Contact Center that the Contractor's number of operational telephone lines will cover the anticipated call volume.
- 5.12.2.1.21.2.1. DELIVERABLE: Verification from phone company that Contractor has the capacity to receive one thousand four hundred (1,400) calls in a ten (10) hour span, averaging seven and one-half (7.50) minutes per call
- 5.12.2.1.21.2.2. DUE: Within three (3) Business Days following the lines becoming operational, but no later than one (1) Business Day prior to the Operational Start Date
- 5.12.2.1.21.3. The Contractor shall provide the Department with documentation from the telephone company providing service to the contact center regarding how rapidly additional lines can be added, should call volume exceed the capacity described in Section 5.4.1.
- 5.12.2.1.21.3.1. DELIVERABLE: Additional line documentation
- 5.12.2.2. DUE: Within three (3) Business Days following the lines becoming operational, but no later than one (1) Business Day prior to the Operational Start Date. The Contractor shall provide weekly updates, to the Department, throughout the Start-Up Period, that show the Contractor's status toward meeting the timelines and milestones described in the Department-approved transition plan.
- 5.12.2.3. The Contractor shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the Department-approved Start-Up Plan and that the Contractor is operationally ready by the Operational Start Date.
- 5.12.3. Closeout Period
- 5.12.3.1. During the Closeout Period, the Contractor shall complete all of the following:
  - 5.12.3.1.1. Implement the most recently updated Closeout Plan that has been approved by the Department, as described in Section 5.12.4.2.
  - 5.12.3.1.2. Complete all steps, deliverables and milestones contained in the most recently updated Closeout Plan that has been approved by the Department.

- 5.12.3.1.3. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, deliverables and other information reasonably necessary for a transition as determined by the Department or included in the Closeout Plan.
- 5.12.3.1.4. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
- 5.12.3.1.5. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
- 5.12.3.1.6. Notify all Clients that the Contractor will no longer be the NEMT broker and how those clients can receive this service in the future. The Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, the Contractor shall deliver these notifications to all Clients, but in no event shall the Contractor deliver any such notification prior to approval of that notification by the Department.
  - 5.12.3.1.6.1. DELIVERABLE: Client Notifications
  - 5.12.3.1.6.2. DUE: Thirty (30) days prior to termination of the Contract
- 5.12.3.1.7. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.
- 5.12.3.2. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. The Contractor shall ensure that all responsibilities of the Closeout Period will be complete by the termination of the Contract. In the event that the Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- 5.12.4. Start-Up and Closeout Planning
  - 5.12.4.1. Start-Up Plan
    - 5.12.4.1.1. During the Start-Up Period, the Contractor shall create a Start-Up Plan that contains, at a minimum, all of the following:
      - 5.12.4.1.1.1. A description of all steps, timelines and milestones necessary to fully transition the services described in the Contract from a prior NEMT broker contractor to the Contractor.
      - 5.12.4.1.1.2. A listing of all personnel involved in the start-up and what aspect of the start-up for which they are responsible.



- 5.12.4.1.1.3. An operational readiness review for the Department to determine if the Contractor is operationally ready to begin performance under the Contract.
- 5.12.4.1.1.4. The risks associated with the start-up and a plan to mitigate those risks.
- 5.12.4.1.2. The Contractor shall not implement this plan until the Department has approved the plan. The Contractor shall begin completing all requirements of the Department-approved Start-Up Plan once the Department has approved the plan.
- 5.12.4.1.2.1. DELIVERABLE: Start-Up Plan
- 5.12.4.1.2.2. DUE: Within five (5) Business Days after the Effective Date
- 5.12.4.2. Closeout Plan
- 5.12.4.2.1. The Contractor shall create a Closeout Plan that describes all steps, timelines and milestones necessary to fully transition the services described in the Contract from the Contractor to the Department to another contractor selected by the Department to be the NEMT broker contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a transition coordinator, who will ensure that all steps, timelines and milestones contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Clients and the Department. The Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 5.12.4.2.1.1. DELIVERABLE: Closeout Plan
- 5.12.4.2.1.2. DUE: Thirty (30) days following the Effective Date
- 5.12.4.2.2. The Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the Department for review and approval.
- 5.12.4.2.2.1. DELIVERABLE: Closeout Plan Update
- 5.12.4.2.2.2. DUE: Annually, by June 30th of each year
- 5.12.4.3. Upon review of the Start-Up Plan, Closeout Plan or any Closeout Plan Update, the Department may require the Contractor to make changes to the plan before the Department will approve the plan. The Contractor shall make all changes to these plans as required by the Department.
- 5.12.4.3.1. DELIVERABLE: Changes to the Start-Up Plan, the Closeout Plan or a Closeout Plan Update required by the Department
- 5.12.4.3.2. DUE: Within three (3) Business Days of the Department's request for the change, unless the Department allows for a longer time in writing

## **SECTION 6.0 COMPENSATION AND INVOICING**

### **6.1. COMPENSATION**

6.1.1. The compensation from the Operational Start Date under the Contract shall consist of a Base Payment and Incentive Payments as described below.

6.1.1.1. Compensation described in this Section is the only payment to the Contractor. The Contractor shall not retain any portion of the Transportation Provider’s payment as specified under Appendix F – NEMT Rate schedule and Contractor shall pay the Transportation Provider the full amount of the MMIS payment and amounts invoiced for public and mass transit.

6.1.2. Base Payment

6.1.2.1. The Contractor shall be paid a monthly fixed price Base Payment as bid by the Contractor.

6.1.2.1.1. The Contractor shall utilize the Client caseload estimate that will utilize Transportation Providers in the service area of Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Larimer and Weld Counties, provided by the Department in the table below, to generate their fixed price Base Payment.

	<b>Fiscal Year</b>	<b>Unique Clients</b>
<b>Actuals</b>	FY 2006-07	9,596
	FY 2007-08	9,584
	FY 2008-09	10,010
	FY 2009-10	11,315
	FY 2010-11	12,675
	FY 2011-12	13,605
	FY 2012-13	13,140
<b>Forecast</b>	FY 2013-14	14,100
	FY 2014-15	15,000
	FY 2015-16	16,000
	FY 2016-17	17,100
	FY 2017-18	18,200
	FY 2018-19	19,400
	FY 2019-20	20,700

6.1.2.2. The Offeror shall provide a fixed Base Payment for each of the years one through five (1-5) of the Contract with three (3) tiers within each year as follows:

6.1.2.2.1. Tier 1 - The Base Payment amount.

6.1.2.2.2. Tier 2 - An increased Base Payment as described in Section 6.1.2.3.1.

6.1.2.2.3. Tier 3 - An increased Base Payment as described in Section 6.1.2.3.2.

6.1.2.3. The Contractor may request an increase in the Base Payment as follows:

- 6.1.2.3.1. If the Client caseload calculated by the Department during a SFY is greater than twenty percent (20%) over the forecasted caseload for that SFY shown in the table in Section 6.1.2.1.1, then the Contractor may request an increase to the Tier 2 Base Payment amount for the following SFY.
- 6.1.2.3.2. If the Client caseload calculated by the Department during a SFY is greater than forty percent (40%) over the forecasted caseload for that SFY shown in the table in Section 6.1.2.1.1, then the Contractor may request an increase to the Tier 3 Base Payment amount for the following SFY.
- 6.1.2.3.3. If the Client caseload calculated by the Department during a SFY is greater than sixty percent (60%) over the forecasted caseload for that SFY shown in the table in Section 6.1.2.1.1, then the Contractor may request to enter into negotiations with the Department for a Base Payment amount for the following SFY.
- 6.1.2.4. The Department may request a decrease in the Base Payment of the following SFY if the Client caseload for a SFY is greater than twenty percent (20%) less than the forecasted caseload for that SFY shown in the table in Section 6.1.2.1.1.
- 6.1.2.5. The Department will calculate the actual unique client caseload within the next quarter following the end of the state fiscal year and the Contractor will be provided at least thirty (30) Business Days to request an increase in the Base Payment as specified in the Section. Any such increase in the Base Payment will be retroactive to the first day of the state fiscal year.
- 6.1.3. Incentive Performance Standards Payments
  - 6.1.3.1. Public Transportation
    - 6.1.3.1.1. The Contractor may earn a monthly Public Transportation Incentive as follows:
      - 6.1.3.1.1.1. Base Public Transportation Incentive Payment
        - 6.1.3.1.1.1.1. The Contractor may earn a ten thousand dollar (\$10,000.00) payment for the first three (3) months in which twelve and a half percent (12.5%) or more of total trips are through public transportation and a five thousand dollar (\$5,000.00) payment for every month after the first three (3) in which twelve and a half percent (12.5%) or more of total trips are through public transportation.
        - 6.1.3.1.1.1.2. Additional Public Transportation Incentive Payments
          - 6.1.3.1.1.1.2.1. The Contractor may earn an additional five thousand dollar (\$5,000.00) payment, in addition to the Base Public Transportation Payment, for the first three (3) months in which the following percentage of total trips are through public transportation.
            - 6.1.3.1.1.2.1.1. Fifteen percent (15%) or more.
            - 6.1.3.1.1.2.1.2. Seventeen and a half percent (17.5%) or more.

- 6.1.3.1.1.3. The Contractor may earn an additional five thousand dollar (\$5,000) payment, in addition to the Base Public Transportation Payment, for any month in which twenty (20%) or more of total trips are through public transportation.
- 6.1.3.1.1.4. Based on the information provided by the Contractor in its reports, the Department will determine the Contractor's monthly qualification for the Public Transportation Payment.
- 6.1.3.2. Transportation Provider Audit
  - 6.1.3.2.1. The Contractor may earn a semi-annual Transportation Provider Audit Incentive Performance Payment if the Contractor meets or exceeds the performance standard in Section 5.10.2.1.2.
  - 6.1.3.2.2. This will be paid one calendar quarter after the end of the period for which the data is collected.
  - 6.1.3.2.3. This incentive will be calculated at five percent (5%) of the Base Payment, as bid by Offeror.
- 6.1.3.3. Client Satisfaction Survey
  - 6.1.3.3.1. The Contractor may earn a semi-annual Client Satisfaction Survey Incentive Performance Payment if the Contractor meets or exceeds the performance standards in Section 5.10.2.1.3.
  - 6.1.3.3.2. This will be paid one calendar quarter after the end of the period for which the data is collected.
  - 6.1.3.3.3. This incentive will be calculated at five percent (5%) of the Base Payment, as bid by Offeror.
- 6.1.4. Start-Up Period Payments
  - 6.1.4.1. Contractor shall earn a payment during the Start-Up Period of the contract, calculated based on two (2) months of the Year 1, Tier 1 Base Payment for the deliverables for the Start-up Period, regardless of the time required to complete those deliverables. The Contractor shall be paid for the successful completion, within the established timeline of each Start-Up Period deliverable as described in the following table:

Deliverable	Payment Percentage
Hire and train all initial project personnel.	5%
Notify all Medicaid Clients of Contractor change.	10%
Notify all hospitals and health providers of Contractor change.	10%
Ensure that the Provider and Client websites are operational.	10%
Ensure that Contractor's system for reviewing client Medicaid eligibility is fully operational.	10%
Ensure that the Contractor's computer system for logging trips is fully operational.	5%
Ensure that the Contractor's system and/or policy for authorizing out-of-state travel is fully operational.	5%
Ensure that the Contractor's system and/or policy for denying trips is fully operational.	5%
Complete client complaint and appeals policy.	5%
Ensure that the Contractor's utilization tracking and data collection system is fully operational.	5%
Inspect all vehicles.	5%
Verify all driver requirements and document verification for each driver.	5%
Complete all Reporting Requirements.	10%
Set-up the Contractor's Contact Center and ensure that all telephone lines in the Contact Center are operational and able to receive calls.	10%

## 6.2. INVOICING AND PAYMENT PROCEDURES

- 6.2.1. The Contractor shall invoice the Department on a monthly basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers.
- 6.2.2. The invoice shall contain all of the following for the month for which the invoice covers:

- 6.2.2.1. During Start-Up Period
  - 6.2.2.1.1. The cost of any Start-Up Period Payment as described in Section 6.1.4.
- 6.2.2.2. After Operational Start Date
  - 6.2.2.2.1. The Base Payment earned and the tier Contractor is being paid under as described in Section 6.1.2.
  - 6.2.2.2.2. The Public Transportation Incentive Contractor has earned during the month as described in Section 6.1.3.1 This shall include:
    - 6.2.2.2.2.1. The percentage of total trips that were through public transportation during the month.
    - 6.2.2.2.2.2. The number of times Contractor has been paid an Additional Payment for each percentage.
  - 6.2.2.2.3. Any other incentive performance standard payment to be received as described in Section 6.1.3.2 and 6.1.3.3.
  - 6.2.2.2.4. The cost for total client public and mass transit payments each month, unless directed by the Department to submit costs through the MMIS.
    - 6.2.2.2.4.1. At the Department's request the Contractor shall provide documentation for the number of passes issued. This documentation may include, but is not limited to:
      - 6.2.2.2.4.1.1. Documentation from the Regional Transportation District (RTD) or other public transportation provider documenting the number of passes.
      - 6.2.2.2.4.1.2. A listing of Clients issued public transportation passes and the number and types of passes issued to each Client.
- 6.2.3. Payment of Invoices
  - 6.2.3.1. The Department shall remit payment to the Contractor, for all amounts shown on an invoice, within forty-five (45) days of the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.
  - 6.2.3.2. The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.
  - 6.2.3.3. In the event that the Department determines that all information on an invoice is correct, the Department shall notify the Contractor of its acceptance of the invoice, in writing.

- 6.2.3.4. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify the Contractor of this determination and what is incorrect on the invoice. The Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review within fifteen (15) days of the Department's notification.
- 6.2.3.4.1. The Department will review the invoice to ensure that all corrections have been made.
- 6.2.3.4.2. If all information on the resubmitted invoice is correct, the Department will accept the invoice.
- 6.2.3.4.3. If any information on the resubmitted invoice is still incorrect, then the Department will return the invoice to the Contractor for correction and resubmission.
- 6.2.3.5. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.
- 6.2.3.6. Notwithstanding Section 6.2.3, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten (10) days after the Department has determined that the Contractor has completed all of the requirements of the Closeout Period.

### **6.3. BUDGET**

- 6.3.1. The Department has a maximum available base payment for each SFY. Any proposal that has a total price that exceeds the Department's maximum available monthly amount for each SFY may be rejected without further consideration. The Department's maximum available monthly amount for each SFY is:
  - 6.3.1.1. Ninety thousand dollars (\$90,000.00) per month for the Tier 1 Base Payment.
  - 6.3.1.2. One hundred three thousand five hundred dollars (\$103,500.00) per month for the Tier 2 Base Payment.
  - 6.3.1.3. One hundred seventeen thousand dollars (\$117,000.00) per month for the Tier 3 Base Payment.
- 6.3.2. All Incentive Performance Standard payments will be calculated by the Department.
- 6.3.3. The following payments will not be calculated towards the monthly maximum listed in 6.3.1:
  - 6.3.3.1. The Public Transportation Incentive Performance Standard.
  - 6.3.3.2. The Transportation Provider Audit Performance Standard.
  - 6.3.3.3. The Client Satisfaction Survey Performance Standard.

6.3.3.4. The Start-Up Period Payments.

**OFFEROR'S RESPONSE 6. The Offeror shall complete Appendix E, Pricing Worksheet. On the Worksheet, enter a Maximum price for each tier in each year. Proposals exceeding the Budget Maximum may be disqualified.**

## **SECTION 7.0 EVALUATION METHODOLOGY**

### **7.1. EVALUATION PROCESS**

- 7.1.1. The evaluation of proposals will result in a recommendation for award of the Contract. The award will be made to the Offeror whose proposal, conforming to the solicitation, will be most advantageous to the State of Colorado, price and other factors considered.
- 7.1.2. The Department will conduct a comprehensive, thorough, complete and impartial evaluation of each proposal received.
- 7.1.3. The Department will select a vendor in compliance with C.R.S. §24-103-203(7) which states, "The award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and evaluation factors set forth in the request for proposal"

### **7.2. EVALUATION COMMITTEE**

- 7.2.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
  - 7.2.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.
  - 7.2.1.2. Facilitating the independent review of proposals.
  - 7.2.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.
  - 7.2.1.4. Ensuring the fair and impartial treatment of all Offerors.
- 7.2.2. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.
- 7.2.3. Proposals will then be evaluated by the Evaluation Committee using the evaluation criteria in Section 7.4. The evaluators will consider whether all critical elements described in the solicitation have been addressed, the capabilities of the Offeror, the quality of the approach and/or solution proposed, the price and any other aspect determined relevant by the Department.
- 7.2.4. The Evaluation Committee will determine which proposal is the most advantageous to the State of Colorado by performing a value analysis.
- 7.2.5. The Evaluation Committee will perform a value analysis by comparing the technical differences among proposals and whether these differences justify paying the cost differential provided in each Offeror's proposal.



- 7.2.6. The Evaluation Committee will have discretion in determining the manner and extent to which it will utilize technical and cost evaluation results. For example, the Evaluation Committee may award to an Offeror with higher costs and higher technical scores if the Committee determines that the technical differences for that Offeror’s proposal outweigh the proposal’s cost difference.
- 7.2.7. Based on the Evaluation Committee’s value analysis, the Committee will provide a numerical ranking for each Offeror’s proposal. The Evaluation Committee will explain its value analysis and the numerical scores in a written document.
- 7.2.8. The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, it is important that proposal submissions are complete.

**7.3. COMPLIANCE**

- 7.3.1. It is the Offeror’s responsibility to ensure that Offeror’s proposal is complete in accordance with the direction provided within all solicitation documents. Failure of an Offeror to provide any required information and/or failure to follow the response format set forth in Appendix A, Administrative Information, may result in the disqualification of that Offeror’s proposal.

**7.4. EVALUATION CRITERIA**

- 7.4.1. The evaluation criteria to be used in evaluating the proposals are as follows:

Offeror’s experience providing NEMT services (OFFEROR’S RESPONSES 1 and 2).
Key Personnel and Plans for Providing Sufficient Experience Key Personnel and Other Personnel (OFFEROR’S RESPONSES 3 and 4)
Approach to Provider NEMT Website and Client NEMT Website and mobile/electronic trip scheduling capabilities (OFFEROR’S RESPONSE 5).
Price (OFFEROR’S RESPONSE 6).